

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: December 21, 2005

Division : County Administrator

Bulk Item: Yes X No     

Department: County Administrator

Staff Contact Person: Tom Willi

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**AGENDA ITEM WORDING:** Approval of Contracts with Professional Firefighters of Monroe County, International Association of Firefighters, Local 3909 for Unit 1, covering Emergency Medical Technician, Paramedic, Firefighter/EMT, Firefighter/Paramedic, and Airport Rescue Firefighter and for Unit 2, covering Battalion Chief, Shift Captain/Airport Rescue Firefighter, and Fire Rescue Captain.

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**ITEM BACKGROUND:** On March 31, 2000, the Public Employees Relations Commission certified the Monroe County Professional Firefighters, Local 3909, IAFF as the exclusive bargaining representative for the employees in the above-referenced units.

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**PREVIOUS RELEVANT BOCC ACTION:** Board implemented step-plan in October 2004 for members covered by these contracts.

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**CONTRACT/AGREEMENT CHANGES:** First Contract

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**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:** \_\_\_\_\_

**BUDGETED:** Yes X No     

**COST TO COUNTY:** \_\_\_\_\_

**SOURCE OF FUNDS:** \_\_\_\_\_

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:** \_\_\_\_\_

  
(Thomas J. Willi)

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

1 **THIS COLLECTIVELY BARGAINED AGREEMENT** is entered into by the  
2 **Board of County Commissioners of Monroe County**, Florida (hereinafter  
3 "County" or "Employer") and the **Professional Firefighters of Monroe**  
4 **County, International Association of Firefighters, Local 3909** (hereinafter  
5 "Union", "Employee Organization" , "Organization", or "Bargaining Agent")  
6 pursuant to the authority of Part II, Chapter 447, Florida Statutes; and  
7 hereafter this Agreement may be referred to as the **"Unit One Agreement."**

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9 **ARTICLE 1: INTRODUCTORY MATTERS.**

10  
11 **1.1 Purpose.** The purpose of this Agreement is to set forth terms and  
12 conditions of employment of the public employees Union and for the operation  
13 of the Fire/Rescue Services provided by the County. Further, it is the intent of  
14 this Agreement to promote effective protection of the residents of and visitors  
15 to Monroe County; to provide for the safety of the employee in the performance  
16 of his or her duties; to insure the economy in the operation of the Fire/Rescue  
17 Services; to provide for the cleanliness, maintenance, and proper care of  
18 equipment; to establish procedures for the fair and peaceful adjustment of  
19 differences between the employee or Union and the County that may arise from  
20 time to time; and to promulgate rules and regulations for ethical conduct in  
21 business and relations between the employees, the Union, and the County.  
22 Finally, it is the intent of this Agreement to provide for a great degree of  
23 harmony and understanding between the County, the employee, and the Union.

24 **1.2 Recognition and Certification of Union; Management Rights.**

25 **1.2.1 Union Selection and Request.** The Union is the employee  
26 organization which has been selected by a majority of the Fire/Rescue Services  
27 employees of the County for purposes of collective bargaining with the County  
28 and, in accordance with Section 447.307(1)(a), Florida Statutes, the Union has  
29 requested the County to recognize the Union as the bargaining agent for the  
30 said employees.

**1.2.2 Union Recognition.** The County is satisfied as to the majority  
status of the Union and the appropriateness of the proposed unit in accordance

**1.2.3 Certification.** The Florida Public Employees Relations Commission (“PERC”) has reviewed the petition of the Union for certification, has determined the appropriateness of the unit, and has certified the Union as the exclusive representative of all employees in the unit. A copy of the certification documentation is attached to this Agreement as **Exhibit A.**

**1.2.4 Unit Determination.** The unit covered by this Agreement has been determined to include County employee positions of **Emergency Medical Technician (“EMT”), Paramedic, Firefighter/EMT, Firefighter/Paramedic, and Airport Rescue Firefighter.** For convenience to the Union and County, this unit may be referred to as **Unit One** or **Unit 1.**

**1.2.5 Exclusive Management Rights.** Section 447.209, Florida Statutes, provides the County with the authority to determine unilaterally the purpose of each of its constituent departments and divisions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The County also has the right to direct its employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. In matters not covered specifically by language within this Agreement, the County shall have the right to make decisions in such areas on a unilateral basis, and such decisions shall not be subject to any grievance procedure, except as to whether a specific matter is a management right, or as otherwise provided by Florida law. The below enumerated rights of management are not all-inclusive, but indicate the type of matters or rights which belongs to or is inherent to management. Any of the rights, powers, and authority the County had prior to entering into this Agreement are retained by the County except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, the term “rights of Management” as used or referred to in this Agreement include (1) the determination of policy and procedures, including the right to manage the affairs of the fire/rescue services; (2) the right to determine the starting and quitting time and the number of hours and shifts to be worked,

**DRAFT – 12/08/05 – 12:36 p.m.**

including the need for overtime work, subject only to contrary provisions of this Agreement; (3) the right to establish, change, or modify work schedules, subject only to contrary provisions of this Agreement; staffing of equipment and apparatus; amount and types of equipment; and placement and location of equipment; (4) the right to direct the members of the unit, including the right to hire, suspend, demote, promote, transfer, discipline, and discharge any unit member for just cause; (5) the right to temporarily assign unit members to other duties within the County's fire/rescue operations; (6) the organizational structure of the fire/rescue operations in the County, including the right to organize and reorganize in any manner in which the County chooses, including the size of operations, the determination of job classifications and ranks based upon other duties assigned; (7) the determination of the safety, health, and property protection measures for the fire/rescue services; (8) the allocation and assignment of work to unit members; (9) the determination of policy affecting the selection and training of new employees and the on-going training, certification, and cross-certification of unit members; (10) the scheduling of operations; (11) the establishment, amendment, and enforcement of fire/rescue operations rules, regulations, policies, procedures, and orders; (12) the transfer of work from one position to another within the unit; (13) the introduction of new, improved, or different methods and techniques of operations or a change in existing methods or techniques; (14) the placing of secondary services temporarily; maintenance; or other work with outside contractors or other agencies of the county, any municipality within the county, or state or federal agencies; (15) the determination of the number of ranks and number of personnel within the unit; (16) the determination of the quantity and amount of supervision to be provided to unit members; (17) the transfer of any unit member from one area, shift, work schedule, or facility to another; and (18) the right to direct any person not covered by this Agreement to perform any task or assignment.

**1.2.6 Notice of Exercise of Management Rights.** The County agrees that prior to unilaterally exercising any of its management rights detailed in

**DRAFT – 12/08/05 – 12:36 p.m.**

Section 1.2.5 which will directly affect the unit=s operations, the County will, in non-emergency situations, provide written notification to the Union President either by U.S. Postal Service Mail, certified or return receipt requested; in person by hand-delivery; or by electronic mail with confirmation of receipt as may be provided by the electronic mail software application. Non-emergency written notification shall be given at least twenty (20) days prior to the effective date of the management right to be exercised as identified in the notification. In emergency situations, notice shall be given as soon as practicable and in such form as may be reasonable under the circumstances.

**1.2.7 Failure of Notification.** In regards to exercising its rights detailed in Section 1.2.5 and Section 1.2.6, the County and Union agree that failure to give the written notice will not, in and of itself, provide the basis for an unfair labor practice claim to be filed with PERC or become the basis for the filing and processing of a grievance.

**1.2.8 Non-Waiver; Non-Exclusivity.** The provision of any notice pursuant to Sections 1.2.5 and Section 1.2.6 shall not be deemed to be a waiver of any rights or prerogatives of the County to which the County is entitled pursuant to federal, state, and local statutes, laws, ordinances, regulations, rules, or case law. Should the County fail to exercise any of its lawful rights from time to time, such failure shall not be, nor shall such failure be deemed to be, a waiver to exercise such right or rights in the future, and it is specifically agreed by the Union and the County that any right or function of the County not specifically relinquished or altered by this Agreement is reserved to the County. Further, the Union and County agree that the rights, responsibilities, and prerogatives inherent in, or legally provided to, the County and the County Administrator cannot be subject to any grievance or arbitration proceedings except as may be specifically provided for in this Agreement.

### **1.3 Non-Discrimination.**

**1.3.1 Non-Discrimination Agreement.** The County and Union agree that both oppose discrimination or retaliation on account of, and neither shall discriminate nor retaliate against any employee or Union member on account

DRAFT – 12/08/05 – 12:36 p.m.

of, race, color, creed, gender, national origin, marital status, gender orientation, sexual preference, age, religion, union activity, handicap or disability except as may be permitted or allowed as a bona fide occupational qualification under federal or state law.

**1.3.2 Discrimination/Retaliation Not Grievable.** While the County and Union agree that unlawful discrimination and unlawful retaliation have no place in the County's workforce, federal and state laws provide specialized protections, procedures and remedies for such misconduct. Therefore, claims that the County or the Union engaged in unlawful discrimination or unlawful retaliation shall exclusively be processed through the statutory, administrative and judicial procedures that exist to entertain and resolve such claims. Therefore, any such claim(s) is not subject to the grievance/arbitration procedure of this Agreement.

**1.3.3 Investigation of Complaint of Discrimination.** The County and Union agree that any allegation of discrimination against the County or the Union that is received by the County shall be investigated and resolved in accordance with the County's internal administrative procedures and the County shall additionally have the right to forward any allegation of discrimination to any appropriate state or federal agency as the County may deem appropriate.

**1.4 No Strike, No Lockout.**

**1.4.1 Injunctive Relief.** The County and Union agree that the County is responsible for and engaged in activities which are the basis for the health and welfare of the general public and any violation of this section 1.4 could give rise to irreparable damage to the County and the public at large. Accordingly, the Union agrees that in the event any violation of this section 1.4 should occur or be apparently imminent, the County shall be entitled to seek immediate injunctive relief in a court of competent jurisdiction without notice to the Union.

**1.4.2 No Strikes.** The Union agrees that there shall be no strikes as that term is defined in Florida Statutes, and that there shall be no work stoppage, work slowdowns, boycotts, picket lines or picketing in support of a

work stoppage or work slowdown, nor will there be a concerted failure or refusal to perform work assigned by the County or appropriate superior employees or individuals designated by the County. The County shall have the right to pursue any and all legal and equitable remedies in the event of a strike.

**1.4.3 No Support By Union.** The Union agrees that it shall not support, condone, encourage, authorize, sanction, or ratify any violation of subsection 1.4.2 above. The County agrees that the Union shall not be held liable for any violation of section 1.4 if it is reasonably shown that neither the Union nor any Union officer supported, condoned, encouraged, authorized, sanctioned, or ratified such action. In the event any Union officer becomes aware of any activity, whether verbal or physical, which is intended or may be reasonably be construed to be instigating a strike, work stoppage, work slowdown, boycott, picketing, or other activity in violation of this Agreement, that officer shall immediately attempt to discourage such activity and shall immediately notify the appropriate managerial authority of such action.

**1.4.4 No Lockout.** The County agrees that it shall not authorize, promote, condone, institute, or engage in any lockout of Union members.

## **ARTICLE 2: DEFINITIONS**

For the purpose of this Agreement, the following terms shall have the meanings as set forth, unless the context specifically provides otherwise:

**2.1 Administrative Proceeding,** for purposes of disciplinary proceedings, means any nonjudicial hearing which may result in the recommendation, approval, or order of disciplinary action against, or suspension or discharge of, a firefighter.

**2.2 Advanced life support** means treatment of life threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, and cardiac defibrillation by a qualified person pursuant to the rules of the Florida

**2.3 Advanced life support service** means any emergency medical transport or nontransport service which uses advanced life support techniques.

**2.4 Air Ambulance** means any fixed-wing or rotary-wing aircraft used for, or intended to be used for, air transportation of sick or injured persons requiring or likely to require medical attention during transport.

**2.5 Ambulance** means any privately or publicly owned land or water vehicle that is designed, constructed, reconstructed, maintained, equipped, or operated for, and is used for, or intended to be used for, land or water transportation of sick or injured persons requiring or likely to require medical attention during transport. The term also includes **an emergency medical services vehicle.**

**2.6 ARFF** means Airport Rescue Firefighter.

**2.7 Basic life support** means treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical antishock trousers, administration of a subcutaneous injection using a premeasured autoinjector of epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation. The term "basic life support" also includes other techniques which have been approved and are performed under conditions specified by rules of the Florida Department of Health.

**2.8 Basic life support service** means any emergency medical service which uses only basic life support techniques.

**2.9 Bargaining unit** or **Unit** means the employees represented by the Professional Firefighters of Monroe County, International Association of Firefighters, Local 3909.

**2.10 Bumping Rights** means the right of an employee covered by this Agreement to displace an employee of lower seniority, covered by this Agreement, from a position covered by this Agreement, but only in accordance



**DRAFT – 12/08/05 – 12:36 p.m.**

with the terms and conditions of this Agreement.

**2.11 Chief executive officer**, as generally defined in Section 447.203, Florida Statutes, shall mean the County Administrator.

**2.12 Classification seniority** shall mean the length of time of full-time employment within a particular job classification, as measured from the date of regular hire status to the classification or date of permanent promotion to the classification.

**2.13 Continuous service**, as required for advancement within salary ranges and for other purposes specified under this Agreement, means employment by the County on a probationary, regular, or acting appointment basis without break or interruption, and shall be interpreted in accordance with the County=s policies and procedures.

**2.14 County** means the political entity known as Monroe County, and includes the Board of County Commissioners, the County Fire Chief, the County Administrator, and employees and agents of Monroe County. County also means the geographical area of the State of Florida encompassed within the boundaries set forth in Section 7.44, Florida Statutes.

**2.15 Court** means any county court or state circuit court in Florida and any federal court in Florida having subpoena powers and exercising such power upon a unit member as a result of action or involvement in, or observance of, a situation while in the member=s capacity as a county employee.

**2.16 Department seniority** shall mean the length of time of full-time regular employment with the County, calculated from the last hire date.

**2.17 Emergency** means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

**2.18 Emergency Medical Services** means the activities or services to prevent or treat a sudden critical illness or injury and to provide emergency medical care and prehospital emergency medical transportation to sick, injured, or otherwise incapacitated persons.

**2.19 Emergency medical services vehicle** means an ambulance.

**2.20 Emergency medical technician** means a person who is certified by the

DRAFT – 12/08/05 – 12:36 p.m.

Florida Department of Health to perform basic life support.

**2.21 Employee** means a member of the bargaining unit, unless the context specifically requires a different meaning.

**2.22 Employee organization** means Professional Firefighters of Monroe County, Local 3909, International Association of Firefighters.

**2.23 Employer** means Monroe County, Florida.

**2.24 Fire Apparatus**, also referred to as Engine Apparatus or Engine means a vehicle of 10,000 lb (4540 kg) or greater gross vehicle weight rating (CVWR) used for fire suppression or support, in accordance with the definitions and standards in National Fire Protection Association Standard 1901.

**2.25 Firefighter** means any person employed by Monroe County and whose primary responsibility is the prevention and extinguishment of fires, and the protection and saving of life and property. The term includes a firefighter employee as defined in Section 633.802(3), Florida Statutes, and a firefighter as defined in Section 112.81(1), Florida Statutes, and Section 633.30(1), Florida Statutes.

**2.26 Florida Firefighters Occupational Safety and Health Act**, or FFOSHA means the provisions of Sections 633.801 through 633.821, Florida Statutes.

**2.27 Formal Investigation** means the process of investigation ordered by supervisory personnel, after the supervisory personnel have previously determined that the firefighter shall be reprimanded, suspended, or removed, during which the questioning of the firefighter is conducted for the purpose of gathering evidence of misconduct.

**2.28 Grievance** means a complaint, dispute, or controversy in which it is claimed that the Union, the County, or a County employee has failed in an obligation under this Agreement, which involves the meaning, interpretation, or application of this Agreement, and where the grievant, the Union or the County believes that rules have been misapplied or violated.

**2.29 Holiday** means a day, beginning at 12:01 A.M. and ending twenty-four (24) hours later, which the County has recognized in its ordinances, resolutions, policies and procedures as a day on which most county offices are

**DRAFT – 12/08/05 – 12:36 p.m.**

usually closed. The County recognizes the following days to be holidays: New Year=s Day, Presidents Day, Martin Luther King=s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day.

**2.30 Informal Inquiry** means a meeting by supervisory or management personnel with a firefighter about whom an allegation of misconduct has come to the attention of such supervisory or management personnel, the purpose of which meeting is to mediate a complaint or discuss the facts to determine whether a formal investigation should be commenced.

**2.31 Interrogation** means the questioning of a firefighter by an employing agency in connection with a formal investigation or an administrative proceeding but not shall not include arbitration or civil service proceedings. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.

**2.32 Ladder Truck Apparatus or Ladder Truck** means any fire apparatus equipped with a power operated ladder, tower, platform, or articulating device whose primary purpose is to provide firefighters with access to levels of height beyond the reach of manually-raised ladders.

**2.33 Legislative body**, as generally defined in Section 447.203, Florida Statutes, means the Board of County Commissioners of Monroe County.

**2.34 Membership dues deduction** means the amount established by the Union to be paid on a monthly basis by Union members as and for the privilege of belonging to the Union, and which amount has been agreed by the Union member to be deducted by the County from the Union member=s salary and wages and paid by the County directly to the Union. Such deductions shall not include initiation fees, special assessments, or other charges which may be imposed from time to time by the Union.

**2.35 Mutual aid agreement** means a written agreement between two or more entities whereby the signing parties agree to lend aid to one another under conditions specified in the agreement and as sanctioned by the County.

**2.36 Paramedic** means a person who is certified by the Florida Department of

**DRAFT – 12/08/05 – 12:36 p.m.**

Health to perform basic and advanced life support.

**2.37 Pay Period** means a two-week period commencing at 12:01 A.M. Sunday through 12:00 Midnight Saturday.

**2.38 PERC** means the Florida Public Employees Relations Commission.

**2.39 Picketing** means attendance by one or more Union members outside of a County facility or worksite during, and in support of, (1) a strike, work stoppage or work slowdown, or (2) in connection with a concerted failure or refusal to perform work lawfully assigned to Union members, when such attendance is designed, intended, or has the effect of harassing, coercing, or intimidating any County employee to refuse to perform lawfully assigned duties or to take a course of action in violation of this Agreement or any federal, state, or local law.

**2.40 Pumper**, also referred to as Engine, means a piece of fire apparatus with a permanently mounted fire pump that has a rated discharge capacity of 750 gpm (2850 L/min) or greater, water tank, and hose body as defined in National Fire Protection Association Standard 1901.

**2.41 Rescue Apparatus or Rescue Vehicle** means any vehicle whose primary function is to carry equipment and manpower designed to facilitate the rescue of trapped or endangered persons from unusual circumstances, including automobile accidents, cave-ins, fires, building collapses, and other serious bodily injury or life-threatening situations.

**2.42 Shift** means a period commencing at 8:00 A.M. and ending twenty-four hours later at 8:00 A.M.

**2.43 Strike** shall have the same definition as that contained in Section 447.203, Florida Statutes.

**2.44 Supplemental Compensation** means the compensation to be paid to firefighters pursuant to the provisions of Section 633.382, Florida Statutes.

**2.45 Temporarily**, for purposes of Section 1.2.5, means a period of time not to exceed nine months, unless otherwise agreed to in writing by the County and the Union.

**2.46 Vacancy** means an open position resulting from the creation of a new

**DRAFT – 12/08/05 – 12:36 p.m.**

position, voluntary or involuntary termination, retirement, death, promotion, or demotion. A vacancy is not created as a result of a reduction in force, temporary assignment or transfer, or temporary appointment.

**2.47 Volunteer** means a person who, of his or her own free will, provides goods or services to Monroe County government without receiving monetary or material compensation from Monroe County. The recruitment and use of volunteers will be generally pursuant to the provisions of Sections 125.9501 through 125.9506, Florida Statutes.

**2.48 Week** means a consecutive period of seven days, the first day of which commences on Sunday at 12:01 A.M. and the last day of which ends on the following Saturday at 12:00 Midnight.

**2.49 Workdays** means Monday through Friday, excluding holidays, except where otherwise specifically defined in this Agreement.

**2.50 Work Cycle** means the 27-day period used for purposes of calculating and crediting or paying overtime in accordance with the general principles of the Fair Labor Standards Act.

**2.51 Workweek** means, for salary purposes, seven consecutive days, commencing on Sunday at 12:01 A.M. and ending the following Saturday at 12:00 Midnight.

### **ARTICLE 3: UNION RIGHTS AND RESPONSIBILITIES**

**3.1 Dues and Uniform Assessments.** Section 447.303, Florida Statutes, gives the right to the Union to have its dues and uniform assessments deducted and collected by the County from the salaries of those employees who authorize the deduction of said dues and assessments. There are no uniform assessments covered under this contract.

**3.1.1 Dues and Assessment Deductions.** The County agrees to deduct from the each unit member=s bi-weekly salary the dues and uniform assessments for which (1) the amounts have been certified in writing to be current and correct by the Treasurer of the Union and (2) which amounts have

**DRAFT – 12/08/05 – 12:36 p.m.**

been specifically authorized in writing by the unit member to be deducted. Deductions shall be taken from the the bi-weekly salary of the member which is two pay periods after receipt of the deduction authorization, and shall be deducted from each pay period thereafter.

1        **3.1.2 Discontinuance of Deduction.** The unit member may elect to  
2        revoke his or her authorization to deduct union dues and assessments from his  
3        or her salary. The County shall cease to make such deductions during the pay  
4        period which is thirty (30) days immediately after receipt of the revocation in  
5        writing from the unit member. The County shall continue the deductions only  
6        so long as the employee has enough net salary after all other deductions to  
7        cover such deductions, and the County shall not be held responsible for a  
8        refund to the employee if the employee has duplicated a deduction by direct  
9        payment to the Union. The County shall have no liability to the employee or  
10       the Union for the dues and uniform assessments deducted from the employee=s  
11       salary.

12       **3.1.3 County Not Involved in Collection of Fines, Penalties, or**  
13       **Special Assessments.** The County, as a public employer, is expressly  
14       prohibited by Section 447.303, Florida Statutes, from being involved in the  
15       collection of any fine, penalty or special assessment charged against a unit  
16       member.

17       **3.1.4 Remittance To Union.** The County shall remit to the Union by  
18       County check or warrant the total amount of union dues and uniform  
19       assessments deducted by the County from the unit members= salaries. Such  
20       remittance shall be forwarded to the Union at the same time as employee  
21       salary checks or warrants are sent to County employees. In lieu of receiving a  
22       check, the Union can elect to have the County make a direct deposit in a Union-  
23       specified institutional account within the geographical limits of Monroe County  
24       and with an institution with which the County has a current direct deposit  
25       agreement.

26       **3.1.5 County's Costs.** The Union and County agree that the County  
27       shall receive an annual fee of fifty dollars (\$50) on October 1<sup>st</sup> of each year of

1 this contract as the County's reasonable costs for handling the deductions  
2 made from unit members' salaries.

3 **3.1.6 Current Unit Member Roster.** The Union shall have the  
4 responsibility for keeping the County informed on a timely basis of those  
5 employees of the County who are unit members and from whose salaries  
6 deductions are to be made.

7 **3.1.7 Union to Indemnify and Hold County Harmless.** The Union  
8 agrees to indemnify and hold the County harmless against any and all claims,  
9 suits or other forms of liability arising out of the deduction from an employee=s  
10 salary any Union dues or uniform assessments. The Union assumes full  
11 responsibility for the disposition of the deduction once it has been remitted by  
12 the County and received by the Union.

**3.1.8 Religious Exemptions.** If an employee objects to deductions on  
bona fide religious tenets or teachings of a church or religious body of which  
such employee is a member, the employee may inform the County and the  
Union of the objection. The employee and the Union will establish a satisfactory  
arrangement for distribution of an amount of money equivalent to the dues and  
uniform assessments to a non-religious charity by the employee.

## **3.2 Rights of Members and Non-Members.**

**3.2.1 No County Discrimination.** The Union and County agree that  
any employee is free to join and assist the Union without fear of retaliation of  
any kind. No County officer, employee, representative, or agent shall interfere  
with, restrain, coerce or intimidate an employee in the exercise of the  
employee=s right to join or refrain from joining the Union. No County officer or  
supervisor shall discriminate against any employee with regard to employment,  
or the terms and conditions of employment (including but not limited to  
promotions) because the employee has formed, joined, or chosen to be  
represented by the Union or because the employee has given testimony or  
taken part in any grievance procedure or other hearing, negotiation or any  
other form of legal activity on behalf of the Union.

**3.2.2 No Union Interference.** The Union and County agree that all

**DRAFT – 12/08/05 – 12:36 p.m.**

employees shall have the same right to refrain from membership in the Union. The Union agrees that it will not interfere with, coerce, or intimidate any employee into joining the Union and that every employee has the right to choose of his or her own free will whether he or she will or will not join the Union. The Union further agrees that there will be no interference with the free right of any employee or member of the public to enter and leave work sites and property of the County unmolested, unthreatened, and unintimidated.

**3.2.3 Claims of Discrimination or Interference.** Any claim of discrimination or interference in violation of Section 3.2.1 or 3.2.2 shall be asserted exclusively through the Florida Public Employees Relations Commission, and through the grievance-arbitration procedures of this Agreement.

### **3.3 Union Business.**

**3.3.1 Union Business Meetings.** Employees elected or appointed to represent the Union shall be allowed to use County facilities to conduct regular and special business meetings of the Union. The use of such facilities shall be coordinated with, and approved by, the County Fire Chief. Such meetings shall be scheduled at times and locations which will not unduly interfere with the County=s fire/rescue operations or result in a violation of the minimum staffing requirements of any fire/rescue facility. Attendance at the meetings by the Union representatives who are on duty shall be at no loss of pay for the Union representative during the actual time of attendance and for travel time to and from the meeting. The time spent by all on-duty Union members traveling to, from, and attending Union business meetings shall be deducted from the Union pool hours provided for in Section 3.5.

**3.3.2 Union Representative for Grievance.** Any unit member desiring to file a grievance pursuant to this Agreement, shall have the right to meet with one (1) Union representative to discuss the member=s potential grievance. The County agrees to permit the member and the Union representative to meet briefly during work hours concerning a potential grievance, provided the member and Union representative have the permission



**DRAFT – 12/08/05 – 12:36 p.m.**

of each=s immediate supervisor, and further provided that the meeting does not disrupt or interfere with current fire/rescue operations or result in less than minimum staffing. The Union agrees that this privilege shall not be utilized to prepare formal grievances during work hours but is to be used to simply and briefly consult with the member and/or a supervisor in order to avoid the necessity of processing a formal grievance or to consult with the member to set an appointment for after working hours to prepare a legitimate grievance.

### **3.3.3 National and State Association Meetings.**

**3.3.3.1 National Meetings.** The County agrees that members of the bargaining unit shall be allowed to attend one nationally recognized professional association related to the fire/rescue services professions during the County=s fiscal year. The time spent by a unit member away from the member=s regularly scheduled duties while traveling to, from, and attending such meetings shall be deducted from the Union pool hours provided for in Section 3.5.

**3.3.3.2 State Meetings.** The County agrees that members of the bargaining unit shall be allowed to attend one Florida state recognized professional association related to the fire/rescue services professions during the County=s fiscal year. The representatives shall be entitled to reimbursement for travel, meals, and lodging in accordance with County policies and procedures. The time spent by a unit member away from the member=s regularly scheduled duties while traveling to, from, and attending such meetings shall be deducted from the Union pool hours provided for in Section 3.5.

**3.4 Collective Bargaining Leave For Union Negotiating Team.** The County and Union agree that the Union Negotiating Team shall consist of three (3) members (Aregular negotiating team@), selected by the Union. The Union may designate up to three (3) additional members (Aadditional negotiating team@) to provide representation during negotiations, but such additional members representation at, and involvement in negotiations, shall not be at the expense of the County. The time spent by a regular negotiating team unit

member away from the member=s regularly scheduled duties while traveling to, from, and attending such negotiations shall be deducted from the Union pool hours provided for in Section 3.5.

### **3.5 Union Pool Hours.**

**3.5.1 Allocation of Hours.** In each fiscal year covered by this Agreement, the County shall allocate a number of hours to be used by unit members to attend national and state association meetings, collective bargaining sessions, and other Union-related activities. A total of two hundred forty (240) hours is allocated by the County for use during the first fiscal year of this Agreement; a total of three hundred twenty (320) hours is allocated by the County for use during the second fiscal year of this Agreement; and a total of four hundred eighty (480) hours is allocated by the County for use during the third fiscal year of this Agreement.

**3.5.2 Use and Forfeiture of Hours.** Only actual hours approved by the County Fire Chief for use prior to September 30<sup>th</sup> of a fiscal year shall be counted against the allocated hours for that fiscal year. Hours not approved and used shall be forfeited and not carried forward for use in any subsequent fiscal year.

**3.5.3 Request For Use of Union Pool Hours.** Request for use of Union pool hours shall be submitted in writing on a form to be provided by the County. The unit member requesting to use Union pool hours shall obtain written approval from the Union president, vice-president, or secretary prior to submitting the request to the County Fire Chief. Such approval shall be indicated on the request form. One form shall be submitted for each Union member for each pay period in which Union pool hours are to be used.

**3.5.4 Submitting Requests.** Request forms shall be submitted to the County Fire Chief so as to be received by the County Fire Chief at least seventy-two (72) hours prior to the date and time the Union member is requesting to be relieved from operational duties in order to use Union pool hours. Request forms which are not complete when submitted to the County Fire Chief shall be returned to the Union member without further review or action by the County

**3.5.5 Responsibility of County Fire Chief.** The County Fire Chief shall be responsible for tracking and monitoring availability and use of Union pool hours, and for final approval of Union member requests for use of Union Pool hours. Requests for use of Union pool hours which are disapproved by the County Fire Chief may be appealed by the Union member, and such appeal shall be considered and processed as a grievance under the applicable provisions of this Agreement.

**3.5 Names of Union Representatives.** The Union President shall provide to the County Fire Chief a written list of the names, duty locations, addresses, and telephone numbers of the Union officers and negotiating team members, both regular and supplemental, within fifteen (15) days of the effective date of this Agreement, and shall update the list in writing within fifteen (15) days of any change.

**3.6 Bulletin Boards.** The Union shall have the right to install and maintain at the Union=s cost a bulletin board at each County facility to which Union members are assigned to perform services. The size, composition, and location of the bulletin boards shall be mutually agreed to by the Union and the County. Posted materials shall be subject to review and approval by the County Fire Chief; shall contain on its face the legible name of the person responsible for placing the material on the bulletin board; shall not contain anything of a derogatory or adverse nature concerning the County or its employees or agents, or contain anything which is in violation of this Agreement; and all materials shall be dated and bear the signature of the Union president or his or her designated representative. Materials placed on a bulletin board in violation of this section shall subject the employee to disciplinary proceedings.

**3.7 Printing and Distribution of Agreement.** The County will, at no cost to the Union, print one copy of this Agreement for distribution to each facility at which employees covered by this Agreement are assigned for duty; one original copy to the Union; and one copy to each library facility in Monroe County.

**ARTICLE 4: DISCIPLINE AND DISCIPLINARY PROCEDURES.**

**4.1 Disciplinary Standard.** The County and Union agree that no employee who has attained career status with the County shall be discharged, demoted, or otherwise disciplined in a manner which would result in a loss of pay, except for just cause.

**4.2 Probationary Period.** All new and newly-promoted employees shall serve a probationary period. The probationary period shall be considered the last step in the selection or promotion process, and the purpose of the probationary period is to allow management to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of the employee and to assist the County in determining the qualifications of the employee for the position to which the employee has been assigned or promoted.

**4.3 Duration of Probation.** The probationary period for new employees and newly-promoted employees shall be twelve (12) months. The probationary period may be extended (a) for unsatisfactory performance or (b) if the employee has been absent from his or her regularly assigned duties for a total of four hundred eighty (480) hours or more due to any cause except in-service training authorized by the County. Extended probationary periods shall be not less than three (3) months nor more than twelve (12) months. The determination of whether the probationary period for any employee should be extended shall be at the sole discretion of the County, and such determination shall not be grievable.

**4.4 Rejection of Probationary Employee.** Any employee who is in probationary status as a new employee may be dismissed from employment without cause or explanation, without right of appeal, and without recourse to the grievance procedures established by this Agreement. Any employee who is in probationary status as a newly-promoted employee may be demoted to the classification held immediately prior to the promotion, and such demotion shall be without cause or explanation, without right of appeal, without recourse to the grievance-arbitration procedures established by this Agreement, and

without recourse to Career Service Act procedures.

**4.5 Proposed Discipline and Pre-Determination Hearing.** Any proposed discipline of a non-probationary employee subject to this Agreement which would result in a suspension without pay, termination of employment, demotion, or a reduction in base salary, shall require a pre-determination hearing. The pre-determination hearing shall be held and conducted in accordance with the provisions of the Monroe County Policies And Procedures, Section 9.11, provided such procedures are consistent with the following provisions:

**4.5.1 Procedure.** Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted as follows.

**4.5.1.1 Location.** The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

**4.5.1.2 Written Notice.** No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

**4.5.1.3 Time.** All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.

**4.5.1.4 Persons Present.** The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

**4.5.1.5 Sessions.** Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.

DRAFT – 12/08/05 – 12:36 p.m.

**4.5.1.6 Conduct.** The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.

**4.5.1.7 Record.** A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

**4.5.1.8 Representation.** An employee or officer of the County may represent the County, and the Union may represent any member of the bargaining unit desiring such representation in any proceeding in which an interrogation is to take place. The presence of a representative of the Union during interrogations shall be permitted if the bargaining unit member to be interrogated so requests.

**4.5.2 Application.** The procedures in 4.5.1 shall be applicable only to a formal investigation of a bargaining unit member and shall not apply to an informal inquiry involving the member.

**4.6 Emergency Suspension or Transfer.** In a situation where the County Administrator or his or her designee reasonably determines that an emergency exists which could be harmful to the health, safety, or welfare of any person, and that an employee should be temporarily suspended from duty not to exceed a ninety (90) day term or transferred to another duty assignment pending scheduling a pre-determination hearing, the County Administrator or his or her designee shall immediately notify the Union president and the employee of such determination, and shall immediately document that determination in writing to the employee and provide the Union president with a copy.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

**5.1 Purpose.** Grievance procedures are provided to (a) promote improved employer-employee relations by establishing procedures for resolution of issues for which appeal or hearing is not provided for elsewhere in this Agreement; (b)

**DRAFT – 12/08/05 – 12:36 p.m.**

afford employees, individually or through the Union, a systematic means of obtaining further considerations of problems after every other reasonable effort to resolve them through discussion has failed; (c) provide for settlement of issues as near as possible to the point of origin; and (d) to provide that issues shall be heard and settled as informally as possible. Any complaint, grievance or dispute arising under and during the term of this Agreement involving questions of the interpretation or application of any provision of this Agreement shall be processed through the grievance-arbitration procedure of this Agreement, except that claims of unlawful discrimination or retaliation shall not be processed through this grievance-arbitration procedure. In addition, the Union, on behalf of bargaining unit members, expressly waives the right of any bargaining unit member to utilize the procedures of the Career Service Council Act concerning any matter covered by this Agreement, including but not limited to claims of improper disciplinary actions and adverse actions such as transfers, demotions, suspensions or terminations. Bargaining unit members must submit any such disputes to the grievance-arbitration procedure herein, with the exception of claims of unlawful discrimination or unlawful retaliation, which must be submitted through procedures established by laws prohibiting discrimination or retaliation in employment.

**5.2 Exclusive Proceeding.** A grievant initiating and utilizing the procedures set forth in this Article is precluded by law from availing himself or herself of any procedures or remedies provided through any unfair labor procedure or the County=s career service law.

**5.3 Initiation of Grievance.** All grievances initiated under this Agreement shall be in writing and shall, as a minimum, contain (i) a statement, as complete as possible under the circumstances, of the grievance and the facts upon which it is based, including the dates, times, locations, names of witnesses, and other information appropriate to the grievance; (ii) the section or sections of this Agreement claimed by the grievant to have been violated; and (iii) the remedy or corrective action requested by the grievant. If a grievance form has been adopted by the County, that form shall be utilized in

initiating and submitting a grievance.

**5.4 Grievance Steps.** The County and Union agree that all grievances should be dealt with promptly and efficiently, and every reasonable effort must be made to settle a grievance as close to the source as possible.

**5.4.1 Step One.** Within fifteen (15) calendar days of the incident being grieved, the Union or the affected employee may, in the presence of a Union representative, submit a grievance in writing through the Union to the employee=s immediate supervisor.

**5.4.1.1 Immediate Supervisor.** The original copy of the completed form shall be delivered to the employee=s immediate supervisor, and a copy shall be delivered to the Union representative. The immediate supervisor shall attempt to resolve the grievance at that time by attempting to fully discuss the matter with the employee in a fair and equitable manner and in accordance with the established policy of the County. The immediate supervisor=s decision shall be rendered in writing within seven (7) work days of receipt of the grievance.

**5.4.1.2 Agreed Resolution.** If the employee agrees with the decision of the immediate supervisor, he or she or the Union shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employees employment records. No further action on the part of the County shall be required.

**5.4.1.3 No Resolution.** If the employee does not agree with the decision of the immediate supervisor, he or she or the Union shall sign the original Grievance Form acknowledging his or her disagreement and immediately notify the Union in writing. The original, signed form shall be submitted by the employee to the Fire Chief within seven (7) work days of the decision of the immediate supervisor.

**5.4.2 Step Two.** The Fire Chief or authorized agent shall make such inquiry concerning the grievance as he or she shall deem appropriate, and shall render a written decision within seven (7) work days of receipt of the



**5.4.2.1 Agreed Resolution.** If the employee agrees with the decision of the Fire Chief or Fire Chief=s authorized agent, he or she shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employees employment records. No further action on the part of the County shall be required.

**5.4.2.2 No Resolution.** If the employee does not agree with the decision of the Fire Chief or the authorized agent, he or she shall sign the original Grievance Form acknowledging his or her disagreement, and immediately notify the Union in writing. The original, signed form shall be submitted by the employee to the County Administrator within seven (7) work days of the decision by the Fire Chief or authorized agent.

**5.4.3 Step Three.** The County Administrator or his or her authorized agent shall make such inquiry concerning the grievance as he or she shall deem appropriate, and shall render a written decision within ten (10) work days of receipt of the Fire Chief=s, or Fire Chief=s authorized agent=s, decision.

**5.4.3.1 Agreed Resolution.** If the employee agrees with the decision of the County Administrator, he or she shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employees employment records. No further action on the part of the County shall be required.

**5.4.3.2 No Resolution.** If the employee does not agree with the decision of the County Administrator or his or her authorized agent, the employee shall sign the original Grievance Form acknowledging his or her disagreement, and the original, signed form shall be submitted by the employee to the Human Resources Director within seven (7) work days from the date of the decision by the County Administrator or his or her authorized agent. The employee shall also submit a copy of the Grievance form to the Union, and the Union may initiate proceedings with the Federal Mediation and Conciliation

Services (FMCS) as provided for in Section 5.11 of this Article.

**5.5 Immediate Dispute Resolution.** If a dispute involves the interpretation or application of this Agreement that has an imminent, substantial effect on the Union itself or upon five (5) or more Union members, either the County or the Union may request waiver of Step 1 and Step 2 in the grievance procedure, whereupon both the County and Union will proceed to immediate discussions at Step 3. Such discussions shall commence within twenty-four (24) hours, during a work week, after notification to the other party and shall continue for not more than seven (7) work days. If the dispute is not resolved during this time frame, the Union may initiate proceedings with the Federal Mediation and Conciliation Services (FMCS) as provided in Section 5.11 of this Article.

**5.6 Extension of Time.** At any stage during the grievance process, the County and the Union may mutually agree to extend the time limits specified in the grievance procedure. In computing time limits under this Article, Saturdays, Sundays, and Holidays shall not be counted. For purposes of this Article, the Term "working days" or a work day<sup>a</sup> is defined as Monday through Friday, and each day thereof.

**5.7 Timeliness.** Unless otherwise mutually agreed to in writing by the County and the Union, a grievance not advanced to the next step in the grievance procedure shall be deemed to have been permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure of the County's representative to answer within the time limit set forth in any step of the procedure, unless an extension of time has been mutually agreed to in writing by the Union and the County, will entitle the grievant to proceed to the next step.

**5.8 Consolidation of Grievances.** Either the County or the Union may consolidate at any step grievances on similar issues or disputes.

**5.9 Employee's Representative.** The County and Union agree that nothing in this Agreement shall be construed to prevent any public employee from presenting, at any time, his or her own grievance in person to the County and having such grievance resolved without the intervention of the Union, provided

**DRAFT – 12/08/05 – 12:36 p.m.**

that the resolution is not inconsistent with the provisions of this Agreement. The Union will be given reasonable opportunity to have a representative present, for observation purposes only, at any meeting called for the resolution of the grievance. No grievant shall have the right to initiate proceedings with the Federal Mediation and Conciliation Services, as this right is reserved exclusively to the Union.

**5.10 Grievance Not To Be Heard Outside Of Procedures.** The Union and County agree that no County Commissioner nor the County Administrator shall be approached, contacted, notified either verbally or in writing, or otherwise apprised of the pendency of a grievance by the grievant, Union officer, Union member, or employee covered by the Union as bargaining agent, when the purpose is to have the County Commissioner or the County Administrator intervene in the grievance proceeding at any level. Upon due proof of a violation of this provision, the individual or individuals determined to have committed the violation shall be disciplined. Nothing in this Section 5.10 shall be interpreted, applied, or deemed to be applied in such a way as to interfere with, limit, or otherwise abridge any employee=s right to freedom of speech as such right is defined or interpreted by the federal or Florida constitution or federal or state law.

**5.11 Federal Mediation And Conciliation Service Arbitration (FMCS).**

**5.11.1 Intent To Proceed.** The determination to proceed under this Section shall be only by the Union or the County. Within seven (7) working days after the decision by the County Administrator or his designee as provided for in Section 5.4.3.2, or pursuant to Section 5.5, either the County or the Union shall announce its intention to proceed to arbitration by providing the other party with a copy of the FMCS Form requesting appointment of arbitrators.

**5.11.2 Selection of Arbitrator.** Selection of an arbitrator will take place according to the rules and procedures of the Federal Mediation and Conciliation Service. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and

**DRAFT – 12/08/05 – 12:36 p.m.**

consider the subject matter of the grievance. The arbitrator will be requested to serve his decision upon the County and the Union within 30 days of the close of the hearing.

**5.11.3 Payment of Expenses.** The expenses of the arbitrator shall be paid by the party losing the award. If a grievance presents more than one (1) issue, or if the arbitrator splits an award between the parties, the arbitrator in the award shall decide the division of the arbitrator's fee.

**5.11.4 Party=s Costs.** Each party shall be exclusively responsible for compensating its own representative(s) and witnesses. If a court reporter or verbatim record of the proceeding is desired, and the County and the Union do not otherwise agree in writing, the expenses of the reporter and the cost of the transcript shall be paid by the party requesting such reporter or transcript.

**5.11.5 Limitation on Arbitrator.** The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement, and the arbitrator shall not have the power to add to, subtract from, modify, or alter the express terms of this Agreement. The decision of the arbitrator is final and binding on both parties. No decision of any arbitrator or of the county in one instance shall create a basis for retroactive adjustments with reference to any prior occurrences not a part of the grievance, unless otherwise agreed by both parties.

**5.11.6 Limitation on Back Wages.** All awards for back wages shall be limited to the amount of wages, benefits and seniority that the grievant otherwise would have earned from the County, less any unemployment compensation and other sums received either directly or indirectly through the County during the period for which back pay was awarded.

## **ARTICLE 6: SENIORITY, LAYOFFS, RECALL.**

**6.1 Seniority Application.** Classification seniority shall be used for determining station assignments, as appropriate and consistent with the County=s management rights. Department seniority shall be used for resolving

**DRAFT – 12/08/05 – 12:36 p.m.**

all other issues concerning seniority, as appropriate and consistent with the County=s management rights.

**6.2 Seniority Determination.** Classification seniority for employees within the same classification or rank shall be based upon the individual employee=s last date of permanent hire. Department seniority for employees having the same date of permanent hire shall be based upon the longer time in classification, e.g. when two or more employees have the same last date of permanent hire, their relative seniority shall be determined first by their time in the highest attained classification or rank, and if this factor is equal for the employees involved, then their relative seniority shall be determined by lot.

**6.3 Loss of Seniority.** An employee shall lose his or her status as an employee and his or her classification seniority, rank, and department seniority if:

**6.3.1 Resigns or Quits.** The employee resigns or quits.

**6.3.2 Discharged.** The employee is discharged for just cause.

**6.3.3 Retirement.** The employee retires and ceases to perform any services for the County. Enrolling into the Florida Deferred Retirement Option Plan (DROP) shall not be considered a retirement.

**6.3.4 Lay Off.** The employee has been laid off for a period of time equal to his or her department seniority at the time of the employee=s layoff, or one (1) year, whichever is the lesser period of time.

**6.3.5 Absence.** Delete

## **6.4 Layoffs.**

**6.4.1 Order of Layoffs.** At such time or times as the County may determine it is necessary to reduce the work force of the employees represented by the Union, the layoff of employees shall occur in the following order and in accordance with department seniority:

**6.4.1.1 First Level.** Temporary, part-time, trainee, and seasonal employees shall be the first level of staffing to be laid off.

**6.4.1.2 Second Level.** Probationary hires and non-permanent full-time employees shall be the second level of staffing to be laid off.

**6.4.1.3 Third Level.** Full-time permanent employees shall be the third level of staffing to be laid off.

**6.4.2 Permanent Employee Layoffs.**

**6.4.2.1 Basis.** Permanent employees shall be laid off on the basis of their seniority classification within the classification or rank.

**6.4.2.2 Management Right.** Classifications or ranks to be reduced in number of employees through layoffs shall be determined by the County in the exercise of its management rights.

**6.4.3 Bumping Rights.**

**6.4.3.1 Within Department.** Employees who are represented by the Union and who are properly laid off shall not have bumping rights to any other department or division of the County.

**6.4.3.2 Union Positions Exclusive.** Employees who are laid off from any other department or division of the County shall not have bumping rights to any position represented by the Union.

**6.4.3.3 Ranking Order.** For purposes of bumping rights within class title of employees covered by this Agreement the last employee hired is the first employee out.

**6.4.3.4 Bumping Down.** When an employee above the rank or classification of Airport Rescue Firefighter is notified he or she is to be laid off, he or she shall have the right to bump down to the next lower rank. If the employee elects to bump down, the least senior employee in seniority classification in the next lowest rank shall either be laid off or have the right to bump down, and this procedure shall be followed on down until the least senior employee in seniority classification has been reached, and this person shall be laid off.

**6.4.4 Notice of Layoffs.** Upon the determination of the intent to reorganize staffing levels resulting in one or more employee layoffs, the County Administrator shall advise the Union president of the determination in writing as soon as practical. Any employee identified to be laid off shall be notified in writing of the reason or reasons for the layoff and the effective date of the

**DRAFT – 12/08/05 – 12:36 p.m.**

layoff. Such written notice shall be given to the employee at least sixty (60) days prior to the effective date of the layoff. The notice shall be considered delivered as of the day it is hand-delivered to the employee or as of the day it is placed in the United States Mail, postage prepaid, and addressed to the employee=s address as shown current in the employee=s personnel file.

**6.4.5 Recall.** The County shall establish a two (2) year rehire list when any layoff occurs. Such list shall contain the name and classification or rank of the employees who were laid off, with the names listed in order of seniority within the classification or rank. No person who is not on the rehire list may be hired until the rehire list is exhausted.

**6.4.6 Rehire.** When rehire occurs, the County shall refill the job within each classification or rank with the qualified individual who is next on the recall seniority list. Should no qualified individual on the rehire list accept the rehire offer, the County shall be free to hire any qualified individual in accordance with County hiring policies. Rehire notices shall be sent by certified mail, return receipt request, to the listed employee, allowing seven (7) calendar days after receipt for acceptance or rejection of the rehire offer.

**6.4.7 Rehire Qualifications.** Any person laid off and subsequently rehired within six months of the date of layoff shall be considered to be qualified for the classification or rank to which rehired, provided any certification for the position required by the State of Florida is in full force and effect. Individuals who are rehired after six months of layoff shall be required to successfully pass a position-related medical examination and show compliance with all State of Florida certification requirements.

## **ARTICLE 7: CERTIFICATION, STANDARDS, AND TRAINING**

**7.1 Firefighters.** The County=s goal is to employ individuals to perform firefighting duties who possess a current, valid minimum standards certificate of compliance issued to that individual in accordance with the provisions of Section 633.34 and Section 633.35, Florida Statutes, and applicable provisions of the

**7.1.1 Firefighter Trainees.** The County may, on a case by case basis, temporarily employ an individual to perform firefighting duties who does not possess the minimum standards certificate of compliance. Such individual shall be classified as a trainee, and shall be paid a base salary equal to ninety percent (90%) of the base salary of an entry-level firefighter/EMT.

**7.1.2 Temporary Employment.** A trainee shall be temporarily employed for a period not to exceed one year. During temporary employment, the County may, but is not obligated to, provide the opportunity for the trainee to attend a minimum standards firefighting academy at the County's expense. Upon obtaining the minimum standards certificate of compliance, the trainee shall become a regular employee, shall be paid at the base salary rate of an entry-level Firefighter/EMT, and shall begin the probationary period of employment.

**7.1.3 Termination of Employment.** The employment of a trainee who fails to receive the minimum standards certificate of compliance shall not be continued beyond the one-year period.

**7.1.4 Repayment Agreement.** Individuals for whom the County provides the opportunity to attend a minimum standards firefighting academy at the County's expense shall be required to enter into a repayment agreement. The terms and conditions of the repayment agreement shall be substantially in the form attached to this Agreement as **EXHIBIT B**.

**7.1.5 Continuing Certification Training.** The County shall provide those training opportunities, both on-duty and off-duty, that are sufficient to maintain those firefighting and EMS skills certification as minimally required by the State of Florida and Monroe County.

**7.2 Emergency Medical Technician (EMT) Certification.** Individuals employed by Monroe County on a temporary or regular basis to perform firefighting duties shall possess certification by the State of Florida as an Emergency Medical Technician pursuant to the provisions of Chapter 401,



DRAFT – 12/08/05 – 12:36 p.m.

Florida Statutes, and applicable Florida Administrative Code rules. The County shall provide those training hours, both on-duty and off-duty, that are sufficient to maintain EMT skills certification as minimally required by the State of Florida and Monroe County.

**7.3 Paramedics.** The County=s ultimate goal is to provide professional fire rescue services through the employment of firefighters who are also certified by the State of Florida as a paramedic pursuant to the provisions of Chapter 401, Florida Statutes, and applicable Florida Administrative Code rules.

**7.3.1 Paramedic Trainees.** The County may, on a case by case basis, temporarily employ an individual to perform firefighting duties who does not possess certification as a Paramedic. Such individual shall be classified as a Atrainee@, and shall be paid a base salary equal to ninety percent (90%) of the base salary of an entry-level Firefighter/Paramedic.

**7.3.2 Temporary Employment.** A trainee shall be temporarily employed for a period not to exceed one year. During temporary employment, the County may, but is not obligated to, provide the opportunity for the trainee to attend Paramedic training at the County=s expense. Upon obtaining certification as a Paramedic, the trainee shall become a regular employee, shall be paid at the base salary rate of an entry-level Firefighter/Paramedic, and shall begin the probationary period of employment.

**7.3.3 Termination of Employment.** The employment of a trainee who fails to receive certification as a Paramedic shall not be continued beyond the one-year period.

**7.3.4 Repayment Agreement.** Individuals for whom the County provides the opportunity obtain certification as a Paramedic at the County=s expense shall be required to enter into a repayment agreement. The terms and conditions of the repayment agreement shall be substantially in the form attached to this Agreement as **EXHIBIT B**.

**7.3.5 Continuing Certification Training.** The County shall provide those training hours, both on-duty and off-duty, that are sufficient to maintain those paramedic and firefighting skills as minimally required by the State of

#### **7.4 Initial Paramedic Certification For Firefighter/EMT Employees.**

**7.4.1 Eligibility.** At the discretion of the County, non-probationary regular Unit members may be provided the opportunity to become certified under Florida law as a paramedic.

**7.4.2 Scheduling and Approval.** The Unit member, the Union, and the County Fire Chief shall jointly discuss and agree in writing concerning the timing, conditions of attendance, and location of training to achieve Paramedic certification. One condition shall include a Repayment Agreement in substantially the form contained in **Exhibit B**. The certification training shall be at the expense of the County.

### **ARTICLE 8: SALARIES AND SUPPLEMENTS**

**8.1 Base Salary.** Base salaries and step increases for positions covered by this Agreement are attached hereto as **EXHIBIT C**, and made a part of this Agreement by reference. ~~Bargaining Unit members employed on September 30<sup>th</sup> of each year will receive a three percent (3%) Cost of Living Adjustment effective ,~~ On October 1 of each year of this contract, each step in the pay plan for the bargaining unit shall receive a three percent (3%) cost of living adjustment. Step increases are effective on bargaining unit member's anniversary date.

**8.2 State Mandated Educational Supplement.** In accordance with the provisions of Section 633.382, Florida Statutes, and in accordance with the provisions of Rules 69A-37.082 through 69A-37.089, Florida Administrative Code, the County shall be responsible for, and shall pay, to eligible employees the following amounts:

**8.2.1 Associate Degree.** For employees holding an associate degree, the sum of \$50.00 per month, not to exceed a total of \$600.00 per calendar year.

**8.2.2 Bachelor Degree.** For employees holding a bachelor=s

DRAFT – 12/08/05 – 12:36 p.m.

degree, the sum of \$110.00 per month, not to exceed a total of \$1,320.00 per year.

**8.2.3 Dual Degrees.** If an employee holds both an associate degree and a bachelor=s degree, the employee shall receive only the supplement for the bachelor=s degree.

**8.3 Eligibility For State Mandated Educational Supplement.** Eligibility for the state mandated supplement shall be determined in accordance Section 633.382, Florida Statutes, and in accordance with the provisions of Rules 69A-37.082 through 69A-37.089, Florida Administrative Code.

**8.4 Base Salary.** Bargaining Group Members base salary should be compensated in a level method. Base salary should be divided by the annual number of pay periods (26 currently). Overtime and other special pay will be paid in accordance with County payroll procedures.

**8.5 Hold-Over Time, Call Back Time, and Early Reporting Time Salary Supplements.**

**8.5.1 Hold Over Time.** AHold Over Time@ shall mean the work time when an employee is required to work beyond the end of his or her regularly scheduled work shift.

**8.5.2 Call Back Time.** ACall Back Time@ shall mean the time when, after an employee has completed his or her normal shift and has departed the work site without any expectation of returning to work before his or her next regularly scheduled shift, the employee has been contacted to report for work and does in fact report for work. Call Back Time shall commence when the employee reports to the work site and shall end when the employee completes the work and departs from the work site. Call Back Time shall consist of a minimum of four hours of work.

**8.5.3 Early Reporting Time.** AEarly Reporting Time@ shall mean the time an employee is required to report to work, for a regularly scheduled work shift, at a time earlier than the normal starting time for the regularly scheduled work shift.

**8.5.4 Compensation.** Compensation for Hold Over Time, Call Back Time, and Early Reporting Time shall be paid at the regular and overtime rates in accordance with the calculation of the hours worked by the employee during the regular work cycle.

**8.6 Overtime Pay.** Overtime Pay shall be calculated at the rate of one and one-half times the regular hourly rate of pay. Overtime Pay shall be paid for each hour worked in excess of two hundred four (204) hours during the work cycle.

**8.7 Flight Pay.**

**8.7.1 Qualification Rate.** Paramedics or Firefighter/Paramedics who are designated as flight-qualified shall be entitled to a salary supplement equal to five percent (5%) of his or her normal rate of pay during the time he or she is designated as flight-qualified. Bargaining unit members who met this qualification for any period of time between October 1, 2004 and the effective date of this contract shall be paid retroactively for those hours for which they met the qualification.

**8.7.2 Assignment Rate.** Flight qualified Paramedics or Firefighter/Paramedics assigned to a work location where he or she is designated to be a flight-medical, and who are is further assigned to an air ambulance which has an imminent is subject to immediate dispatch on a medivac mission, shall be entitled to a salary supplement equal to seven percent (7%) of his or her normal rate of pay. This is in addition to the qualification rate in 8.7.1. Bargaining unit members who met this qualification for any period of time between October 1, 2004 and the effective date of this contract shall be paid retroactively for those hours for which they met the qualification.

**8.7.3 Designation and Training.** It is the right of the County from time to time to determine the number of positions to be designated flight-qualified, to determine the assignment locations of Paramedics or Firefighter/Paramedics who are flight-qualified, and to determine

manning staffing requirements for air ambulance missions. It is the responsibility of the individual Paramedic or Firefighter/Paramedic to complete all training hours required to maintain the designation as flight-qualified. In the event that such training hours cannot be completed during assigned duty shifts, the individual shall be responsible for completing the necessary training hours on his or her own time and at no cost to the County.

## **ARTICLE 9: EMPLOYMENT BENEFITS**

**9.1. Applicability.** The benefits listed in this Article and elsewhere in this Agreement apply only to full-time personnel unless expressly stated otherwise.

### **9.2. Annual (Vacation) Leave.**

**9.2.1** Employees whose normal duty assignments involve shift work usually consisting of 24 hours on-duty followed by 48 hours off-duty (as may be referred to as a 24/48 schedule) shall earn annual leave while employed full-time by the County.

**9.2.2** An employee shall commence earning annual leave beginning with the first day of work following employment or re-employment, provided an entire pay period is worked.

**9.2.3** An employee who has had a break in employment of 60 hours or more shall earn annual leave, upon reinstatement or re-employment, at the rate established for newly-hired employees.

**9.2.4** An employee shall earn annual leave in accordance with the following schedule:

**9.2.4.1** During the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> years of employment, annual leave shall be earned at the rate of five (5) hours per pay-period, with the total number of hours earned not to exceed one hundred thirty (130) hours in a

**9.2.4.2** During the 4<sup>th</sup> through 10<sup>th</sup> years of employment, annual leave shall be earned at the rate of six and one-quarter (6.25) hours per pay-period, with the total number of hours earned not to exceed one hundred sixty-two and one-half (162.5) hours in a calendar year.

**9.2.4.3** During the 11<sup>th</sup> through 15<sup>th</sup> years of employment, annual leave shall be earned at the rate of seven and one-half (7.5) hours per pay-period, with the total number of hours earned not to exceed one hundred ninety-five (195) hours in a calendar year.

**9.2.4.4** During the 16<sup>th</sup> year of employment and for each year thereafter, annual leave shall be earned at the rate of eight and three-quarters (8.75) hours per pay-period, with the total number of hours earned not to exceed two hundred twenty-seven and one-half (227.5) hours in a calendar year.

**9.2.5** The application, administration and interpretation of annual leave benefits shall be in accordance with the applicable provisions of Monroe County Administrative Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Administrative Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

**9.3. Sick Leave.**

**9.3.1** Employees whose normal duty assignments involve shift work usually consisting of 24 hours on-duty followed by 48 hours off-duty (as may be referred to as a A24/48 schedule@) shall earn sick leave while employed full-time by the County.

**9.3.2** An employee shall commence earning sick leave beginning with the second pay period following employment or re-employment.

**9.3.3** An employee who has had a break in employment of sixty (60) hours or more shall earn sick leave, upon reinstatement or re-employment, at the rate established for newly-hired employees.

**9.3.4** An employee shall earn sick leave at the rate of five (5) hours per

**DRAFT – 12/08/05 – 12:36 p.m.**

pay-period, with the total number of hours earned not to exceed one hundred thirty (130) hours in a calendar year.

**9.3.5** An employee who has an accrued an unused sick leave balance of more than four hundred eighty (480) as of September 30<sup>th</sup> in any year shall have the option to either:

**9.3.5.1** Receive payment for hours accrued and unused in excess of four hundred eighty (480) hours, multiplied by the employee=s then current rate of pay as of September 30<sup>th</sup> of that year; provided, however, that the total number of hours for which payment is received shall not exceed fifty-two (52) in any year.

**9.3.5.2** Elect to have the excess hours remain as accrued and unused, provided the employee notifies the Personnel Office by September 1<sup>st</sup> that the employee is foregoing payment for the excess hours.

**9.3.6** An eligible employee may enroll in and receive the benefits of the Monroe County Sick Leave Pool. Enrollment procedures and rules for the operation of the Sick Leave Pool are found in Monroe County Administrative Instruction 4702, as amended from time to time, and these procedures and rules shall be used in the administration of the Sick Leave Pool program.

**9.3.7** The application, administration and interpretation of sick leave benefits shall be in accordance with the applicable provisions of Monroe County Administrative Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Administrative Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

#### **9.4. Holiday Leave.**

**9.4.1** The County has recognized certain days to be holidays, during which most County offices are normally closed. The County and Union agree that the County=s firefighting and emergency rescue services are, and shall be, available during holidays, and that some bargaining unit members will be required to work during designated holiday periods.

**9.4.2** The application, administration and interpretation of holiday leave

**DRAFT – 12/08/05 – 12:36 p.m.**

benefits shall be in accordance with the applicable provisions of Monroe County Personnel Policies and Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Personnel Policy and Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

**9.5. Uniform And Personal Gear; Maintenance.** The County and Union agree that certain uniform and protective equipment shall be supplied and/or maintained by the County under the following terms and conditions:

**9.5.1 Uniforms, Initial Issuance.** The County agrees to issue to each Unit member the following uniform items:

<b>ITEM DESCRIPTION</b>	<b>NUMBER ISSUED</b>
Shirt, Long Sleeve, Blue, w/ Insignia	Two
Shirt, Short Sleeve, Blue, w/Insignia	Two
Shirt, AT®, w/Insignia	Five
Suit, Jump, w/Insignia	One
Coat, Rain	One
Jacket, w/Insignia	One
Pants	Two
Shirt, Polo, Grey, w/Insignia	Two
Badge	One
Name Tag	One
Station Shoes/Boots	One Pair

**9.5.2 Uniforms, Replacement.** Any uniform item which, as determined by the County, has been destroyed, damaged beyond economical repair, or which is otherwise unusable or unsightly due to wear and tear shall be replaced by the County at the County=s expense.

**9.5.3 Uniforms, Maintenance.** The County agrees to provide at each



**DRAFT – 12/08/05 – 12:36 p.m.**

work site a clothes washer and clothes dryer for use by Unit members to clean and dry issued items of uniform clothing.

**9.5.4 Uniforms, Class A.** At such time as the County adopts a Class A (Formal) uniform for fire/rescue personnel, the County shall issue one Class A uniform to each Unit member who has been a Unit member for three or more consecutive years of service.

**9.5.4.1** The uniform shall be owned by the County, and upon termination, other than retirement, from employment a Unit member shall return the issued Class A uniform to the County, or shall pay to the County the full cost of replacement of the uniform.

**9.5.4.2** Any Unit member to whom a Class A uniform has been issued, and who retires from service while still a Unit member, shall be entitled, upon his or her request, to retain the Class A uniform as his or her property.

**9.5.5 Footwear, Approved.** The County shall have the right to designate the type, model, and supplier of footwear (station shoes/boots) to be worn by Unit members while performing services for the County. Only the purchase of approved footwear shall entitle the Unit member to reimbursement as provided below.

**9.5.6 Footwear, Reimbursement.** A Unit member shall be entitled to reimbursement in an amount up to Three Hundred Dollars (\$300.00) each odd-numbered year for the purchase of approved footwear to be used by the Unit member while performing services for the County. The Unit member shall submit sales receipts in form suitable to the County showing the date, item purchased, and total amount to be reimbursed, and reimbursement shall be processed and payment made in accordance with the County=s usual practices and procedures.

**9.5.7 Footwear, Supplier Contract.** In the event that the County enters into an agreement with any entity to be a footwear supplier to the County for purposes of providing footwear to Unit members, the procedures put into place by the County pursuant to the contract shall be the approved method for acquiring footwear by Unit members.

**9.5.8 Personal Protective Gear, Issuance.** The County agrees to issue to each Unit member the following personal protective gear:

ITEM DESCRIPTION	NUMBER ISSUED
Coat, Bunker	One
Pants, Bunker	One
Boots, Protective	One Pair
Gloves, Protective	One Pair
Hood, Fire Resistant	One
Helmet, Fire	One
Suspenders, Pants	One Pair
Bag, Mask	One
Mask, MSA, Complete	One
Pack, AFanny@	One
Sleeves, Protective	One Pair
Glasses, Safety	One Pair
Shears, Trauma	One Pair

**9.5.9 Personal Protective Gear, Replacement.** Any item of personal protective gear which, as determined by the County, has been destroyed, damaged beyond economical repair, or which is otherwise unusable or unsightly due to wear and tear shall be replaced by the County at the County=s expense.

**9.5.10 Personal Protective Gear, Maintenance.** The County agrees to clean and repair a Unit member=s items of personal protective gear at such times as may be deemed necessary from time to time by appropriate supervisory personnel.

**9.6. Health And Medical Coverage.** The County agrees to provide to Unit members coverage under a Medical Insurance Plan, a Pharmaceutical Co-Pay Plan, an Employee Assistance Plan, and make available to Unit members a

**DRAFT – 12/08/05 – 12:36 p.m.**

Payroll Deduction Plan for Vision and Dental Services. These plans shall be offered under the same terms, conditions, and limitations as offered to other County employees, as amended or changed from time to time.

**9.7. Life Insurance.** The County agrees to provide life insurance coverage for each Unit member in the amount of Twenty Thousand Dollars (\$20,000.00) at no premium cost to the Unit member. Such coverage shall be of the type provided to other County employees and shall be with such underwriter or underwriters as the County may select from time to time.

**9.8. Physical/Medical Examinations**

**9.8.1** The County and Union agree that, among other considerations, eligibility of bargaining unit employees to receive certain presumptions and entitlements relative to communicable diseases, disability, and other benefits requires a physical/medical examination of the employee had been conducted prior to the occurrence of the event or condition upon which the presumption or entitlement is based. Additionally, a physical/medical examination evincing good physical condition is required by Section 633.34, Florida Statutes, as a pre-condition of employment as a firefighter. The County and Union further agree that physical/medical examinations for bargaining unit employees in addition to a post-offer, pre-employment physical/medical examinations is warranted by the nature of the bargaining unit members' duties.

**9.8.2 Initial Physical/Medical Examination.** The County agrees to provide a post-offer of employment physical examination to an applicant to be hired for a position included in the bargaining unit. The physical examination shall be administered in accordance with applicable provisions of the Americans with Disabilities Act (ADA) and appropriate Monroe County Personnel Policies and Procedures and addenda thereto. The cost of the physical examination shall be paid for by the County, and the minimal scope, content and documentation of the physical examination shall be in accordance with the requirements of the Division of State Fire Marshal, Bureau of Fire Standards and Training.

**9.8.3 Periodic In-Service Physical/Medical Examination.** The

**DRAFT – 12/08/05 – 12:36 p.m.**

County agrees to provide a physical/medical examination to each full-time employee covered by this Agreement at such times and in such extent as provided for in Section 2-4, Chapter 2, of Standard 1582 Edition 2000 of the National Fire Protection Association, entitled Medical Requirements for Firefighters and Information for Fire Department Physicians. The County will use its good faith efforts to schedule the physical/medical examination for an employee during the 30 days immediately prior to, or the 30 days immediately after, the employee=s hire anniversary date; however, it shall also be the responsibility of the employee to make appropriate notification to the County of the need for the scheduling of the physical\medical examination. The failure of the County to meet this general scheduling requirement for physical\medical examinations shall not be subject to the grievance procedures provided for elsewhere in this Agreement. The cost of the physical\medical examination shall be paid for by the County. Failure of current (as of October 1, 2005) employees to comply with Category A criteria will not automatically disqualify them from their position but a decision will be made based on safety issues and performance of the employee.

**9.8.4 Special Incident Physical Examination.** The County agrees to provide a physical\medical examination to any full-time employee who has been exposed to an infectious or contagious disease while in the performance of the employee=s duties for the County. Additionally, the County agrees to provide a physical\medical examination to a full-time employee who has been involved in any incident while in the performance of the employee=s duties for the County which, as generally and commonly recognized in the medical community, would require a physical\medical examination. The performance of such physical\medical examination shall be within a medically reasonable period of time after the exposure or incident, and the cost of the physical\medical examination shall be paid for by the County.

**9.8.5 Fitness For Duty Examinations.** The County shall have the right to require an employee to undergo a physical examination or mental examination, or both, when it appears that the employee has exhibited an

**DRAFT – 12/08/05 – 12:36 p.m.**

action or conditions that are readily observable to a reasonable and prudent person and which would lead such a person to reasonably believe that the employee may not be able to fully perform his or her duties. The cost for the examination or examinations shall be paid for by the County, the examination or examinations shall be performed by the professional designated by the County, and the results of the examination shall be reported in the manner required by the County. If any applicable federal or state law shall require that the employee who has been examined in accordance with this section provide written consent for the release of the examination information to the County, the employee shall provide such written consent conditioned upon the County maintaining the confidentiality of the information received and the County shall only release the information as required by federal or Florida law or by lawful order issued by a court or administrative tribunal having competent authority to issue such an order.

**9.8.6 Documentation of Physical/Medical Examinations.** For physical/medical examinations administered in accordance with Sections .7.2 and .7.3 above, the documentation of the physical/medical examination shall be provided to the County on Forms identified as Figure E-1, NFPA Physical Exam Summary (2000 Edition) and Figure E-2, NFPA Medical Examination Form (2000 Edition). The minimal requirements for reporting shall include a complete medical history and general physical examination; urine drug screen for all drugs identified by the County from time to time in accordance with state statute; complete blood screen as identified by the County from time to time in accordance with state statute; chemistry and lipid profile; audiogram, 12-lead electrocardiogram with interpretation and report; chest x-ray, and treadmill stress testing.

## **9.9. Firefighter Death Benefits**

**9.9.1 Florida Law.** Section 112.191, Florida Statutes, requires the County to provide certain benefits to a firefighter, the firefighter's surviving spouse, and any surviving children of a firefighter who dies, is killed, or suffers a catastrophic injury under conditions specified in Section 112.191.

**9.9.2 Amounts.** The amounts to be paid by the County under this law range from \$50,000 to \$150,000 per firefighter, with such amounts subject to adjustment as determined by the State Fire Marshal, and such payments shall be in addition to any worker=s compensation and pension benefits. Additionally, the County will pay the entire health insurance plan premium for the firefighter and his or her spouse and children under the conditions specified in Section 112.191.

**9.9.3 Budgeting.** The County agrees to budget each year for the anticipated costs of providing the benefits under Section 112.191. The amount of reserves, insurance expenses and other costs related to the benefits to be provided shall be in such amounts to be solely determined in good faith by the County. Additionally, the County shall have the right to provide for the payment of these benefits through self-insurance, appropriate insuring policies, or a combination thereof. The cost of any insurance premiums shall be paid by the County.

**9.9.4 Applicable Rules.** The provisions of Section 9.8 shall be administered consistent with the provisions contained in Rules 69A-64.001 through 69A-64.005, Florida Administrative Code.

**9.10. Florida Retirement System Contributions.**

**9.10.1 Florida Law.** All full-time employees of the County are required to participate in the Florida Retirement System (FRS). Bargaining unit members are classified as aspecial risk@ employees under the FRS, which requires the County to make contributions to the FRS on a higher percentage basis than for regular members of the FRS.

**9.10.2 Budgeting.** The County agrees to budget each year for the anticipated total amount of contributions to be made to the FRS on account of the bargaining unit members.

**9.10.3 No Member Contribution.** Bargaining unit members shall not be required or obligated to contribute any sums to the FRS; provided, however, that if in the future the state law changes in this regard, this provision of the Agreement shall be automatically amended to conform with the statutory

### **9.11. Educational Expense Reimbursement.**

**9.11.1 General.** The County agrees to reimburse employees for educational expenses incurred by the employee under the following terms and conditions:

**9.11.1.1 Eligibility.** The employee must have been employed full-time by the County for at least one year immediately prior to applying for reimbursement, and the employee must not be in an initial or extended probationary status.

**9.11.1.2 Prohibitions.** The employee shall not utilize any space, personnel, equipment or supplies provided by the County in the process of fulfilling any of the requirements of the coursework for which the employee is being reimbursed.

**9.11.1.3 New Coursework.** The coursework must not be duplicative of any coursework for which the employee has been previously reimbursed by the County, unless required by Section 7.1.5.

**9.11.2 Administration.** The application, administration and interpretation of educational reimbursement benefits, and the amounts to be paid, shall be in accordance with the applicable provisions of Monroe County Personnel Policies and Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Policies and Procedures or of any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

### **9.12 Communicable Disease Immunization.**

**9.12.1 Acknowledgment of Risk.** The County and Union agree that the bargaining unit members run a high risk of occupational exposure to hepatitis, meningococcal meningitis, and tuberculosis, and the County should provide such immunizations and keep records thereof.

**9.12.2 Records and Notification.** The County shall maintain a record of any known or reasonably suspected exposure of a bargaining unit member to the diseases described in Section 9.12.6, and the County shall immediately

notify the employee of such exposure.

**9.12.3 Member to Report.** Each bargaining unit member who has knowledge of known or suspected occupational exposure to the diseases described in Section 9.12.6 shall immediately file a report of the incident to the appropriate supervisory personnel.

**9.12.4 Immunization.** Each bargaining unit member shall be inoculated against hepatitis upon employment or as may be medically required in order to have current immunization against hepatitis. The County shall pay for the costs of such immunization. An employee may refuse immunization but he/she must sign a release if they he/she does not have avail him/herself of the immunization opportunity.

**9.12.5 Future Circumstances; Requirements.** Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease recognized in Section 112.181, Florida Statutes, the County may require bargaining unit members to undergo the immunization or prophylaxis; provided, such immunization or prophylaxis is medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the United States Public Health Service and the employee=s physician has not determined in writing that the immunization or prophylaxis would pose a significant risk to the employee=s health.

**9.12.6 Required Screening For Statutory Presumptions.**

**9.12.6.1 Florida Law.** Section 112.18 and Section 112.181, Florida Statutes, provides that, under certain conditions, specified illnesses and injuries shall be presumed by law to have been accidental and to have been suffered in the line of duty, provided a medical examination had been previously conducted upon the employee or the employee has executed a written affidavit as provided in Section 92.50, Florida Statutes.

**9.12.6.2 Screenings And Affidavits.** The County agrees to provide the medical screenings, as part of the physical and medical examinations provided for in Section 9.8 of this Agreement.



### **9.13 Public Records Exemptions.**

**9.13.1 Florida Law.** Chapter 119, Florida Statutes, provides protections against certain information being available to the public under the Florida Public Records law.

**9.13.2 Exempt Information.** The County and Union agree that the home addresses, telephone numbers, and photographs of firefighters certified in compliance with Section 633.35, Florida Statutes; the home addresses, telephone numbers, photographs, and places of employment of the spouses and children of such firefighters; and the names and locations of schools and day care facilities attended by the children of such firefighters are exempt from inspection under Section 119.01, Florida Statutes.

**9.13.3 Protection of Exemption.** The County agrees that, when any request is received under the Florida Public Records law to inspect any record maintained by the County relating to a member of the bargaining unit, the County will take such steps as are reasonably required to redact, omit, cover up, or otherwise eliminate from the records to be inspected such information as is listed in Section 9.12.2.

### **9.14 Workers' Compensation Premiums.**

**9.14.1 Coverage and Benefits.** All full-time Unit member employees of the County are participants in the Florida Workers' Compensation program and are entitled to receive such coverages and benefits as provided by the Florida Workers' Compensation law.

**9.14.2 Budgeting.** The County agrees to budget each year for the anticipated total amount of claims and excess insurance premiums to be paid for workers' compensation coverage of, and payments on behalf of, the bargaining unit members.

**9.14.3 No Member Contribution.** Bargaining unit members shall not be required or obligated to contribute any sums towards workers' compensation insurance premiums; provided, however, that if in the future the state law changes in this regard, this provision of the Agreement shall be automatically

amended to conform with the statutory provisions.

### **9.15 Unemployment Compensation Benefits.**

**9.15.1 Florida Law.** In general, employees of the County are entitled to the rights and benefits provided by the Florida Unemployment Compensation law.

**9.15.2 Budgeting.** The County is a reimbursable employer under the law, and agrees to pay each year the total amount of unemployment benefits to be repaid to the State of Florida for unemployment compensation benefits payable to or on account of bargaining unit members.

**9.15.3 No Member Contribution.** Bargaining unit members shall not be required or obligated to contribute any sums as contributions towards unemployment compensation benefits; provided, however, that if in the future the state law changes in this regard, this provision of the Agreement shall be automatically amended to conform with the statutory provisions.

### **9.16 Federal Government Contributions.**

**9.16.1 FICA and Medicare.** The County agrees to remit to the federal government on a timely basis all amounts owed as the employer's portion of FICA and Medicare contributions attributable to the employment by the County of each Unit member.

**9.16.2 Employee Withholding.** The County agrees to deduct from each Unit member's salary and wages all amounts owed by the employee to the federal government for the employee's share of FICA and Medicare contributions, and withholding and forwarding of federal income tax obligations.

**9.17 Savings Bond Deductions.** The County agrees to provide the opportunity to Unit members and employees to participate in a Savings Bond program through a payroll deduction plan. The program shall be administered by the County in accordance with its standard practices, as may be amended from time to time.

**9.18 Direct Deposit Payroll Option.** The County agrees to provide a program for direct deposit of a Union member's and employee's pay into a financial institution of the Unit member's or employee's choice, consistent with

the policies and practices of the County, as may be amended from time to time.

**9.19 Years-of-Service Award Program.** The County agrees to provide an award program to recognize employees who have been employed by the County for five years or more, and this program shall be administered as provided in Section 2-15.6, Monroe County Code, as amended from time to time.

## **ARTICLE X: MISCELLANEOUS PROVISIONS.**

### **10. Term of Agreement; Effective Date.**

**10.1 Term.** The term of this Agreement shall be for a period of three (3) years, commencing at 12:01 A.M. on October 1, 2005, and ending on September 30, 2008, at 11:59 P.M.

10.2 This Agreement shall remain in full force and effect during any negotiations and shall continue in full force and effect until such time as a new agreement is reached or imposed.

10.3 **Reopener.** By mutual consent this contract can be reopened with thirty (30) days notice to discuss specific issues which shall be agreed upon mutually by both parties prior to commencement of negotiation. In year 2 this contract can be reopened for year 3 of the contract for the purpose of discussing an additional Kelly Day.

11. **Bargaining Unit Work Security.** During the term of this Agreement, the Employer shall not assign or delegate out bargaining unit work in any manner whatsoever. In particular, the County agrees that fire suppression (combat), rescue, fire prevention emergency medical services, administrative services and other Fire/EMS or Airport Fire/Rescue Department related services and functions shall not be assigned or delegated out in any manner, to private or public entities. This article does not apply to fire suppression, rescue or emergency medical services that are currently provided by volunteer fire companies registered as nonprofit corporations within the State of Florida; however, no expansion or any type or kind beyond the current fire

**DRAFT – 12/08/05 – 12:36 p.m.**

district/zone/area of each volunteer fire company that is currently under contract to Monroe County is permissible under this article. This does not preclude services covered under mutual aid agreements or services needed in the event of catastrophic events that impacts bargaining units ability to provide staffing for services. -

**12. Construction.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Monroe County, Florida.

**13. Severability.** Should any word, phrase or provision of this Agreement be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

**14. Entire Agreement.** No statements, representations, or warranties, whether written or oral or from whatever source arising, that were made or alleged to have been made in the negotiation of this Agreement, or alleged as being an inducement by or to either the County or the Union to enter into this Agreement, shall have any validity between the County and the Union or be binding on either the County or the Union, unless such statement, representation, or warranty is expressly written into this Agreement.

**15. Captions And Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provision of this Agreement.

**16. Exhibits.**

**16.1 Inclusion in Agreement.** The Exhibits referred to in, and attached to, this Agreement shall be incorporated into this Agreement and be a part of this Agreement.

**16.2 Additional Exhibits; Amendment of Exhibits.** The County and Union agree that one or more additional Exhibits may be added to this Agreement, and that any Exhibit to this Agreement may be amended, changed, or supplemented from time to time, provided that such addition, change,

**DRAFT – 12/08/05 – 12:36 p.m.**

amendment, or supplement shall be accepted and approved by both the Union members and the County consistent with the procedures for ratification and approval of agreements provided for in Chapter 447, Florida Statutes, and further provided that only the added, changed, amended, or supplemented Exhibit need be submitted for ratification and approval.

**16.3 Changes to Section 16.4.** The list of Exhibits provided in Section 16.4 of this Agreement shall be amended from time to time by the County to reflect any additions, supplements, changes, or amendments ratified and adopted from time to time as provided for in Section 16.2 of this Agreement.

**16.4 List of Exhibits.** The Exhibits to this Agreement are as follows:

**16.4.1 Exhibit A: Union Certification Documentation.**

**16.4.2 Exhibit B: Repayment Agreement. To be added at later date by mutual agreement.**

**16.4.3 Exhibit C: Base Salary And Step Increase Chart.**

Pursuant to Section 447.309(1), Florida Statutes, the Above agreement is agreed to by and between the bargaining agent and the chief executive officer of Monroe County.

**Bargaining Agent.**

**Professional Firefighters of Monroe County,  
International Association of Firefighters,  
Local 3909**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

Chief Executive Officer:

By: \_\_\_\_\_  
Tom Willi, County Administrator

Date: \_\_\_\_\_

This Collectively Bargained Agreement was bargained for and agreed to in accordance with the provisions of Chapter 447, Florida Statutes, and Chapter 286, Florida Statutes; was submitted to the bargaining unit members and ratified by a vote of \_\_\_\_\_ votes for the Agreement and \_\_\_\_\_ votes against the Agreement; and after ratification was submitted to the Board of County

DRAFT – 12/08/05 – 12:36 p.m.  
Commissioners for action.

**Bargaining Agent.**

**Professional Firefighters of Monroe County,  
International Association of Firefighters,  
Local 3909**

By: \_\_\_\_\_

President

Date: \_\_\_\_\_

The Board of County Commissioners, at a duly noticed and publicly held meeting at \_\_\_\_\_, Monroe County, Florida, on \_\_\_\_\_, 200\_\_\_\_, approved the above Agreement by (unanimous) (majority) vote of the Board Of County Commissioners, as follows:

VOTING FOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VOTING AGAINST:

**BOARD OF COUNTY COMMISSIONERS OF  
MONROE COUNTY, FLORIDA**

By: \_\_\_\_\_

Dixie M. Spehar, Mayor

Date: \_\_\_\_\_

ATTEST:

DANNY L. KOLHAGE,  
Clerk of Court

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

1 **THIS COLLECTIVELY BARGAINED AGREEMENT** is entered into by the  
2 **Board of County Commissioners of Monroe County**, Florida (hereinafter  
3 "County" or "Employer") and the **Professional Firefighters of Monroe**  
4 **County, International Association of Firefighters, Local 3909** (hereinafter  
5 "Union", "Employee Organization" , "Organization", or "Bargaining Agent")  
6 pursuant to the authority of Part II, Chapter 447, Florida Statutes; and  
7 hereafter this Agreement may be referred to as the **"Unit Two Agreement."**

8  
9 **ARTICLE 1: INTRODUCTORY MATTERS.**

10  
11 **1.1 Purpose.** The purpose of this Agreement is to set forth terms and  
12 conditions of employment of the public employees Union and for the operation  
13 of the Fire/Rescue Services provided by the County. Further, it is the intent of  
14 this Agreement to promote effective protection of the residents of and visitors  
15 to Monroe County; to provide for the safety of the employee in the performance  
16 of his or her duties; to insure the economy in the operation of the Fire/Rescue  
17 Services; to provide for the cleanliness, maintenance, and proper care of  
18 equipment; to establish procedures for the fair and peaceful adjustment of  
19 differences between the employee or Union and the County that may arise from  
20 time to time; and to promulgate rules and regulations for ethical conduct in  
21 business and relations between the employees, the Union, and the County.  
22 Finally, it is the intent of this Agreement to provide for a great degree of  
23 harmony and understanding between the County, the employee, and the Union.

24 **1.2 Recognition and Certification of Union; Management Rights.**

25 **1.2.1 Union Selection and Request.** The Union is the employee  
26 organization which has been selected by a majority of the Fire/Rescue Services  
27 employees of the County for purposes of collective bargaining with the County  
28 and, in accordance with Section 447.307(1)(a), Florida Statutes, the Union has  
29 requested the County to recognize the Union as the bargaining agent for the  
30 said employees.

**1.2.2 Union Recognition.** The County is satisfied as to the majority  
status of the Union and the appropriateness of the proposed unit in accordance

**1.2.3 Certification.** The Florida Public Employees Relations Commission ("PERC") has reviewed the petition of the Union for certification, has determined the appropriateness of the unit, and has certified the Union as the exclusive representative of all employees in the unit. A copy of the certification documentation is attached to this Agreement as **Exhibit A**.

**1.2.4 Unit Determination.** The unit covered by this Agreement has been determined to include County employee positions of **Battalion Chief, Airport ARFF Captain, Fire Rescue Captain and Fire Rescue Lieutenant**. For convenience to the Union and County, this unit may be referred to as **Unit Two** or **Unit 2**.

**1.2.5 Exclusive Management Rights.** Section 447.209, Florida Statutes, provides the County with the authority to determine unilaterally the purpose of each of its constituent departments and divisions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The County also has the right to direct its employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. In matters not covered specifically by language within this Agreement, the County shall have the right to make decisions in such areas on a unilateral basis, and such decisions shall not be subject to any grievance procedure, except as to whether a specific matter is a management right, or as otherwise provided by Florida law. The below enumerated rights of management are not all-inclusive, but indicate the type of matters or rights which belongs to or is inherent to management. Any of the rights, powers, and authority the County had prior to entering into this Agreement are retained by the County except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, the term "rights of Management" as used or referred to in this Agreement include (1) the determination of policy and procedures, including the right to manage the affairs of the fire/rescue services; (2) the right to determine the starting and quitting time and the number of hours and shifts to



**DRAFT 12/07/05**

be worked, including the need for overtime work, subject only to contrary provisions of this Agreement; (3) the right to establish, change, or modify work schedules, subject only to contrary provisions of this Agreement; staffing of equipment and apparatus; amount and types of equipment; and placement and location of equipment; (4) the right to direct the members of the unit, including the right to hire, suspend, demote, promote, transfer, discipline, and discharge any unit member for just cause; (5) the right to temporarily assign unit members to other duties within the County's fire/rescue operations; (6) the organizational structure of the fire/rescue operations in the County, including the right to organize and reorganize in any manner in which the County chooses, including the size of operations, the determination of job classifications and ranks based upon other duties assigned; (7) the determination of the safety, health, and property protection measures for the fire/rescue services; (8) the allocation and assignment of work to unit members; (9) the determination of policy affecting the selection and training of new employees and the on-going training, certification, and cross-certification of unit members; (10) the scheduling of operations; (11) the establishment, amendment, and enforcement of fire/rescue operations rules, regulations, policies, procedures, and orders; (12) the transfer of work from one position to another within the unit; (13) the introduction of new, improved, or different methods and techniques of operations or a change in existing methods or techniques; (14) the placing of secondary services temporarily; maintenance; or other work with outside contractors or other agencies of the county, any municipality within the county, or state or federal agencies; (15) the determination of the number of ranks and number of personnel within the unit; (16) the determination of the quantity and amount of supervision to be provided to unit members; (17) the transfer of any unit member from one area, shift, work schedule, or facility to another; and (18) the right to direct any person not covered by this Agreement to perform any task or assignment.

**1.2.6 Notice of Exercise of Management Rights.** The County agrees that prior to unilaterally exercising any of its management rights detailed in

Section 1.2.5 which will directly affect the unit's operations, the County will, in non-emergency situations, provide written notification to the Union President either by U.S. Postal Service Mail, certified or return receipt requested; in person by hand-delivery; or by electronic mail with confirmation of receipt as may be provided by the electronic mail software application. Non-emergency written notification shall be given at least twenty (20) days prior to the effective date of the management right to be exercised as identified in the notification. In emergency situations, notice shall be given as soon as practicable and in such form as may be reasonable under the circumstances.

**1.2.7 Failure of Notification.** In regards to exercising its rights detailed in Section 1.2.5 and Section 1.2.6, the County and Union agree that failure to give the written notice will not, in and of itself, provide the basis for an unfair labor practice claim to be filed with PERC or become the basis for the filing and processing of a grievance.

**1.2.8 Non-Waiver; Non-Exclusivity.** The provision of any notice pursuant to Sections 1.2.5 and Section 1.2.6 shall not be deemed to be a waiver of any rights or prerogatives of the County to which the County is entitled pursuant to federal, state, and local statutes, laws, ordinances, regulations, rules, or case law. Should the County fail to exercise any of its lawful rights from time to time, such failure shall not be, nor shall such failure be deemed to be, a waiver to exercise such right or rights in the future, and it is specifically agreed by the Union and the County that any right or function of the County not specifically relinquished or altered by this Agreement is reserved to the County. Further, the Union and County agree that the rights, responsibilities, and prerogatives inherent in, or legally provided to, the County and the County Administrator cannot be subject to any grievance or arbitration proceedings except as may be specifically provided for in this Agreement.

### **1.3 Non-Discrimination.**

**1.3.1 Non-Discrimination Agreement.** The County and Union agree that both oppose discrimination or retaliation on account of, and neither shall discriminate nor retaliate against any employee or Union member on account

of, race, color, creed, gender, national origin, marital status, gender orientation, sexual preference, age, religion, union activity, handicap or disability except as may be permitted or allowed as a bona fide occupational qualification under federal or state law.

**1.3.2 Discrimination/Retaliation Not Grievable.** While the County and Union agree that unlawful discrimination and unlawful retaliation hve no place in the County's workforce, federal and state laws provide specialized protections, procedures and remedies for such misconduct. Therefore, claims that the County or the Union engaged in unlawful discrimination or unlawful retaliation shall exclusively be processed through the statutory, administrative and judicial procedures that exist to entertain and resolve such claims. Therefore, any such claim(s) is not subject to the grievance/arbitration procedure of this Agreement.

**1.3.3 Investigation of Complaint of Discrimination.** The County and Union agree that any allegation of discrimination against the County or the Union that is received by the County shall be investigated and resolved in accordance with the County's internal administrative procedures and the County shall additionally have the right to forward any allegation of discrimination to any appropriate state or federal agency as the County may deem appropriate.

**1.4 No Strike, No Lockout.**

**1.4.1 Injunctive Relief.** The County and Union agree that the County is responsible for and engaged in activities which are the basis for the health and welfare of the general public and any violation of this section 1.4 could give rise to irreparable damage to the County and the public at large. Accordingly, the Union agrees that in the event any violation of this section 1.4 should occur or be apparently imminent, the County shall be entitled to seek immediate injunctive relief in a court of competent jurisdiction without notice to the Union.

**1.4.2 No Strikes.** The Union agrees that there shall be no strikes as that term is defined in Florida Statutes, and that there shall be no work stoppage, work slowdowns, boycotts, picket lines or picketing in support of a

work stoppage or work slowdown, nor will there be a concerted failure or refusal to perform work assigned by the County or appropriate superior employees or individuals designated by the County. The County shall have the right to pursue any and all legal and equitable remedies in the event of a strike.

**1.4.3 No Support By Union.** The Union agrees that it shall not support, condone, encourage, authorize, sanction, or ratify any violation of subsection 1.4.2 above. The County agrees that the Union shall not be held liable for any violation of section 1.4 if it is reasonably shown that neither the Union nor any Union officer supported, condoned, encouraged, authorized, sanctioned, or ratified such action. In the event any Union officer becomes aware of any activity, whether verbal or physical, which is intended or may be reasonably be construed to be instigating a strike, work stoppage, work slowdown, boycott, picketing, or other activity in violation of this Agreement, that officer shall immediately attempt to discourage such activity and shall immediately notify the appropriate managerial authority of such action.

**1.4.4 No Lockout.** The County agrees that it shall not authorize, promote, condone, institute, or engage in any lockout of Union members.

## **ARTICLE 2: DEFINITIONS**

For the purpose of this Agreement, the following terms shall have the meanings as set forth, unless the context specifically provides otherwise:

**2.1 Administrative Proceeding**, for purposes of disciplinary proceedings, means any nonjudicial hearing which may result in the recommendation, approval, or order of disciplinary action against, or suspension or discharge of, a firefighter.

**2.2 Advanced life support** means treatment of life threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, and cardiac defibrillation by a qualified person pursuant to the rules of the

**2.3 Advanced life support service** means any emergency medical transport or nontransport service which uses advanced life support techniques.

**2.4 Air Ambulance** means any fixed-wing or rotary-wing aircraft used for, or intended to be used for, air transportation of sick or injured persons requiring or likely to require medical attention during transport.

**2.5 Ambulance** means any privately or publicly owned land or water vehicle that is designed, constructed, reconstructed, maintained, equipped, or operated for, and is used for, or intended to be used for, land or water transportation of sick or injured persons requiring or likely to require medical attention during transport. The term also includes **emergency medical services vehicle**.

**2.6 ARFF** means Airport Rescue Firefighter.

**2.7 Basic life support** means treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical antishock trousers, administration of a subcutaneous injection using a premeasured autoinjector of epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation. The term "basic life support" also includes other techniques which have been approved and are performed under conditions specified by rules of the Florida Department of Health.

**2.8 Basic life support service** means any emergency medical service which uses only basic life support techniques.

**2.9 Bargaining unit** or **Unit** means the employees represented by the Professional Firefighters of Monroe County, International Association of Firefighters, Local 3909.

**2.10 Bumping Rights** means the right of an employee covered by this Agreement to displace an employee of lower seniority, covered by this Agreement, from a position covered by this Agreement, but only in accordance

**DRAFT 12/07/05**

with the terms and conditions of this Agreement **when agreed upon and added to this contract.**

**2.11 Chief executive officer**, as generally defined in Section 447.203, Florida Statutes, shall mean the County Administrator.

**2.12 Classification seniority** shall mean the length of time of full-time employment within a particular job classification, as measured from the date of regular hire status to the classification or date of permanent promotion to the classification.

**2.13 Continuous service**, as required for advancement within salary ranges and for other purposes specified under this Agreement, means employment by the County on a probationary, regular, or acting appointment basis without break or interruption, and shall be interpreted in accordance with the County's policies and procedures.

**2.14 County** means the political entity known as Monroe County, and includes the Board of County Commissioners, the County Fire Chief, the County Administrator, and employees and agents of Monroe County. County also means the geographical area of the State of Florida encompassed within the boundaries set forth in Section 7.44, Florida Statutes.

**2.15 Court** means any county court or state circuit court in Florida and any federal court in Florida having subpoena powers and exercising such power upon a unit member as a result of action or involvement in, or observance of, a situation while in the member=s capacity as a county employee.

**2.16 Department seniority** shall mean the length of time of full-time regular employment with the County, calculated from the last hire date.

**2.17 Emergency** means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

**2.18 Emergency Medical Services** means the activities or services to prevent or treat a sudden critical illness or injury and to provide emergency medical care and prehospital emergency medical transportation to sick, injured, or otherwise incapacitated persons.

**2.19 Emergency medical services vehicle** means an ambulance.

**2.20 Emergency medical technician** means a person who is certified by the Florida Department of Health to perform basic life support.

**2.21 Employee** means a member of the bargaining unit, unless the context specifically requires a different meaning.

**2.22 Employee organization** means Professional Firefighters of Monroe County, Local 3909, International Association of Firefighters.

**2.23 Employer** means Monroe County, Florida.

**2.24 Fire Apparatus**, also referred to as Engine Apparatus or Engine means a vehicle of 10,000 lb (4540 kg) or greater gross vehicle weight rating (CVWR) used for fire suppression or support, in accordance with the definitions and standards in National Fire Protection Association Standard 1901.

**2.25 Firefighter** means any person employed by Monroe County and whose primary responsibility is the prevention and extinguishment of fires, and the protection and saving of life and property. The term includes firefighter employee as defined in Section 633.802(3), Florida Statutes, and firefighter as defined in Section 112.81(1), Florida Statutes, and Section 633.30(1), Florida Statutes.

**2.26 Florida Firefighters Occupational Safety and Health Act**, or FFOSHA means the provisions of Sections 633.801 through 633.821, Florida Statutes.

**2.27 Formal Investigation** means the process of investigation ordered by supervisory personnel, after the supervisory personnel have previously determined that the firefighter shall be reprimanded, suspended, or removed, during which the questioning of the firefighter is conducted for the purpose of gathering evidence of misconduct.

**2.28 Grievance** means a complaint, dispute, or controversy in which it is claimed that the Union, the County, or a County employee has failed in an obligation under this Agreement, which involves the meaning, interpretation, or application of this Agreement, and where the grievant, the Union or the County believes that rules have been misapplied or violated.

**2.29 Holiday** means a day, beginning at 12:01 A.M. and ending twenty-four (24) hours later, which the County has recognized in its ordinances, resolutions,

**DRAFT 12/07/05**

policies and procedures as a day on which most county offices are usually closed. The County recognizes the following days to be holidays: New Year's Day, Presidents Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day.

**2.30 Informal Inquiry** means a meeting by supervisory or management personnel with a firefighter about whom an allegation of misconduct has come to the attention of such supervisory or management personnel, the purpose of which meeting is to mediate a complaint or discuss the facts to determine whether a formal investigation should be commenced.

**2.31 Interrogation** means the questioning of a firefighter by an employing agency in connection with a formal investigation or an administrative proceeding but shall not include arbitration or civil service proceedings. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.

**2.32 Ladder Truck Apparatus or Ladder Truck** means any fire apparatus equipped with a power operated ladder, tower, platform, or articulating device whose primary purpose is to provide firefighters with access to levels of height beyond the reach of manually-raised ladders.

**2.33 Legislative body**, as generally defined in Section 447.203, Florida Statutes, means the Board of County Commissioners of Monroe County.

**2.34 Membership dues deduction** means the amount established by the Union to be paid on a monthly basis by Union members as and for the privilege of belonging to the Union, and which amount has been agreed by the Union member to be deducted by the County from the Union member's salary and wages and paid by the County directly to the Union. Such deductions shall not include initiation fees, special assessments, or other charges which may be imposed from time to time by the Union.

**2.35 Mutual aid agreement** means a written agreement between two or more entities whereby the signing parties agree to lend aid to one another under conditions specified in the agreement and as sanctioned by the County.



**2.36 Paramedic** means a person who is certified by the Florida Department of Health to perform basic and advanced life support.

**2.37 Pay Period** means a two-week period commencing at 12:01 A.M. Sunday through 12:00 Midnight Saturday.

**2.38 PERC** means the Florida Public Employees Relations Commission.

**2.39 Picketing** means attendance by one or more Union members outside of a County facility or worksite during, and in support of, (1) a strike, work stoppage or work slowdown, or (2) in connection with a concerted failure or refusal to perform work lawfully assigned to Union members, when such attendance is designed, intended, or has the effect of harassing, coercing, or intimidating any County employee to refuse to perform lawfully assigned duties or to take a course of action in violation of this Agreement or any federal, state, or local law.

**2.40 Pumper**, also referred to as Engine, means a piece of fire apparatus with a permanently mounted fire pump that has a rated discharge capacity of 750 gpm (2850 L/min) or greater, water tank, and hose body as defined in National Fire Protection Association Standard 1901.

**2.41 Rescue Apparatus or Rescue Vehicle** means any vehicle whose primary function is to carry equipment and manpower designed to facilitate the rescue of trapped or endangered persons from unusual circumstances, including automobile accidents, cave-ins, fires, building collapses, and other serious bodily injury or life-threatening situations.

**2.42 Shift** means a period commencing at 8:00 A.M. and ending twenty-four hours later at 8:00 A.M.

**2.43 Strike** shall have the same definition as that contained in Section 447.203, Florida Statutes.

**2.44 Supplemental Compensation** means the compensation to be paid to firefighters pursuant to the provisions of Section 633.382, Florida Statutes.

**2.45 Temporarily**, for purposes of Section 1.2.5, means a period of time not to exceed nine months, unless otherwise agreed to in writing by the County and the Union.

**2.46 Vacancy** means an open position resulting from the creation of a new position, voluntary or involuntary termination, retirement, death, promotion, or demotion. A vacancy is not created as a result of a reduction in force, temporary assignment or transfer, or temporary appointment.

**2.47 Volunteer** means a person who, of his or her own free will, provides goods or services to Monroe County government without receiving monetary or material compensation from Monroe County. The recruitment and use of volunteers will be generally pursuant to the provisions of Sections 125.9501 through 125.9506, Florida Statutes.

**2.48 Week** means a consecutive period of seven days, the first day of which commences on Sunday at 12:01 A.M. and the last day of which ends on the following Saturday at 12:00 Midnight.

**2.49 Workdays** means Monday through Friday, excluding holidays, except where otherwise specifically defined in this Agreement.

**2.50 Work Cycle** means the 27-day period used for purposes of calculating and crediting or paying overtime in accordance with the general principles of the Fair Labor Standards Act.

**2.51 Workweek** means, for salary purposes, seven consecutive days, commencing on Sunday at 12:01 A.M. and ending the following Saturday at 12:00 Midnight.

### **ARTICLE 3: UNION RIGHTS AND RESPONSIBILITIES**

**3.1 Dues and Uniform Assessments.** Section 447.303, Florida Statutes, gives the right to the Union to have its dues and uniform assessments deducted and collected by the County from the salaries of those employees who authorize the deduction of said dues and assessments. There are no uniform assessments covered under this contract.

**3.1.1 Dues and Assessment Deductions.** The County agrees to deduct from the each unit member's bi-weekly salary the dues and uniform assessments for which (1) the amounts have been certified in writing to be

current and correct by the Treasurer of the Union and (2) which amounts have been specifically authorized in writing by the unit member to be deducted. Deductions shall be taken from the the bi-weekly salary of the member which is two pay periods after receipt of the deduction authorization, and shall be deducted from each pay period thereafter.

1        **3.1.2 Discontinuance of Deduction.** The unit member may elect to  
2        revoke his or her authorization to deduct union dues and assessments from his  
3        or her salary. The County shall cease to make such deductions during the pay  
4        period which is thirty (30) days immediately after receipt of the revocation in  
5        writing from the unit member. The County shall continue the deductions only  
6        so long as the employee has enough net salary after all other deductions to  
7        cover such deductions, and the County shall not be held responsible for a  
8        refund to the employee if the employee has duplicated a deduction by direct  
9        payment to the Union. The County shall have no liability to the employee or  
10       the Union for the dues and uniform assessments deducted from the employee's  
11       salary.

12       **3.1.3 County Not Involved in Collection of Fines, Penalties, or**  
13       **Special Assessments.** The County, as a public employer, is expressly  
14       prohibited by Section 447.303, Florida Statutes, from being involved in the  
15       collection of any fine, penalty or special assessment charged against a unit  
16       member.

17       **3.1.4 Remittance To Union.** The County shall remit to the Union by  
18       County check or warrant the total amount of union dues and uniform  
19       assessments deducted by the County from the unit members' salaries. Such  
20       remittance shall be forwarded to the Union at the same time as employee  
21       salary checks or warrants are sent to County employees. In lieu of receiving a  
22       check, the Union can elect to have the County make a direct deposit in a Union-  
23       specified institutional account within the geographical limits of Monroe County  
24       and with an institution with which the County has a current direct deposit  
25       agreement.

26       **3.1.5 County's Costs.** The Union and County agree that the County

1 shall receive an annual fee of fifty dollars (\$50) on October 1<sup>st</sup> of each year of  
2 this contract as the County's reasonable costs for handling the deductions  
3 made from unit members' salaries.

4 **3.1.6 Current Unit Member Roster.** The Union shall have the  
5 responsibility for keeping the County informed on a timely basis of those  
6 employees of the County who are unit members and from whose salaries  
7 deductions are to be made.

8 **3.1.7 Union to Indemnify and Hold County Harmless.** The Union  
9 agrees to indemnify and hold the County harmless against any and all claims,  
10 suits or other forms of liability arising out of the deduction from an employee's  
11 salary any Union dues or uniform assessments. The Union assumes full  
12 responsibility for the disposition of the deduction once it has been remitted by  
13 the County and received by the Union.

**3.1.8 Religious Exemptions.** If an employee objects to deductions on  
bona fide religious tenets or teachings of a church or religious body of which  
such employee is a member, the employee may inform the County and the  
Union of the objection. The employee and the Union will establish a satisfactory  
arrangement for distribution of an amount of money equivalent to the dues and  
uniform assessments to a non-religious charity by the employee.

## **3.2 Rights of Members and Non-Members.**

**3.2.1 No County Discrimination.** The Union and County agree that  
any employee is free to join and assist the Union without fear of retaliation of  
any kind. No County officer, employee, representative, or agent shall interfere  
with, restrain, coerce or intimidate an employee in the exercise of the  
employee=s right to join or refrain from joining the Union. No County officer or  
supervisor shall discriminate against any employee with regard to employment,  
or the terms and conditions of employment (including but not limited to  
promotions) because the employee has formed, joined, or chosen to be  
represented by the Union or because the employee has given testimony or  
taken part in any grievance procedure or other hearing, negotiation or any

other form of legal activity on behalf of the Union.

**3.2.2 No Union Interference.** The Union and County agree that all employees shall have the same right to refrain from membership in the Union. The Union agrees that it will not interfere with, coerce, or intimidate any employee into joining the Union and that every employee has the right to choose of his or her own free will whether he or she will or will not join the Union. The Union further agrees that there will be no interference with the free right of any employee or member of the public to enter and leave work sites and property of the County unmolested, unthreatened, and unintimidated.

**3.2.3 Claims of Discrimination or Interference.** Any claim of discrimination or interference in violation of Section 3.2.1 or 3.2.2 shall be asserted exclusively through the Florida Public Employees Relations Commission, not through the grievance-arbitration procedures of this Agreement.

**3.3 Union Business.**

**3.3.1 Union Business Meetings.** Employees elected or appointed to represent the Union shall be allowed to use County facilities to conduct regular and special business meetings of the Union. The use of such facilities shall be coordinated with, and approved by, the County Fire Chief. Such meetings shall be scheduled at times and locations which will not unduly interfere with the County's fire/rescue operations or result in a violation of the minimum staffing requirements of any fire/rescue facility. Attendance at the meetings by the Union representatives who are on duty shall be at no loss of pay for the Union representative during the actual time of attendance and for travel time to and from the meeting. The time spent by all on-duty Union members traveling to, from, and attending Union business meetings shall be deducted from the Union pool hours provided for in Section 3.5.

**3.3.2 Union Representative for Grievance.** Any unit member desiring to file a grievance pursuant to this Agreement, shall have the right to meet with one (1) Union representative to discuss the member's potential grievance. The County agrees to permit the member and the Union

representative to meet briefly during work hours concerning a potential grievance, provided the member and Union representative have the permission of each's immediate supervisor, and further provided that the meeting does not disrupt or interfere with current fire/rescue operations or result in less than minimum staffing. The Union agrees that this privilege shall not be utilized to prepare formal grievances during work hours but is to be used to simply and briefly consult with the member and/or a supervisor in order to avoid the necessity of processing a formal grievance or to consult with the member to set an appointment for after working hours to prepare a legitimate grievance.

**3.3.3 National and State Association Meetings.**

**3.3.3.1 National Meetings.** The County agrees that members of the bargaining unit shall be allowed to attend one nationally recognized professional association related to the fire/rescue services professions during the County's fiscal year. The time spent by a unit member away from the member's regularly scheduled duties while traveling to, from, and attending such meetings shall be deducted from the Union pool hours provided for in Section 3.5.

**3.3.3.2 State Meetings.** The County agrees that members of the bargaining unit shall be allowed to attend one Florida state recognized professional association related to the fire/rescue services professions during the County's fiscal year. The representatives shall be entitled to reimbursement for travel, meals, and lodging in accordance with County policies and procedures. The time spent by a unit member away from the member's regularly scheduled duties while traveling to, from, and attending such meetings shall be deducted from the Union pool hours provided for in Section 3.5.

**3.4 Collective Bargaining Leave For Union Negotiating Team.** The County and Union agree that the Union Negotiating Team shall consist of three (3) members (regular negotiating team), selected by the Union. The Union may designate up to three (3) additional members (additional negotiating team) to provide representation during negotiations, but such additional

members' representation at, and involvement in negotiations, shall not be at the expense of the County. The time spent by a regular negotiating team unit member away from the member's regularly scheduled duties while traveling to, from, and attending such negotiations shall be deducted from the Union pool hours provided for in Section 3.5.

### **3.5 Union Pool Hours.**

**3.5.1 Allocation of Hours.** In each fiscal year covered by this Agreement, the County shall allocate a number of hours to be used by unit members to attend national and state association meetings, collective bargaining sessions, and other Union-related activities. A total of two hundred forty (240) hours is allocated by the County for use during the first fiscal year of this Agreement; a total of three hundred twenty (320) hours is allocated by the County for use during the second fiscal year of this Agreement; and a total of four hundred eighty (480) hours is allocated by the County for use during the third fiscal year of this Agreement.

**3.5.2 Use and Forfeiture of Hours.** Only actual hours approved by the County Fire Chief for use prior to September 30<sup>th</sup> of a fiscal year shall be counted against the allocated hours for that fiscal year. Hours not approved and used shall be forfeited and not carried forward for use in any subsequent fiscal year.

**3.5.3 Request For Use of Union Pool Hours.** Request for use of Union pool hours shall be submitted in writing on a form to be provided by the County. The unit member requesting to use Union pool hours shall obtain written approval from the Union president, vice-president, or secretary prior to submitting the request to the County Fire Chief. Such approval shall be indicated on the request form. One form shall be submitted for each Union member for each pay period in which Union pool hours are to be used.

**3.5.4 Submitting Requests.** Request forms shall be submitted to the County Fire Chief so as to be received by the County Fire Chief at least seventy-two (72) hours prior to the date and time the Union member is requesting to be relieved from operational duties in order to use Union pool hours. Request

forms which are not complete when submitted to the County Fire Chief shall be returned to the Union member without further review or action by the County Fire Chief.

**3.5.5 Responsibility of County Fire Chief.** The County Fire Chief shall be responsible for tracking and monitoring availability and use of Union pool hours, and for final approval of Union member requests for use of Union Pool hours. Requests for use of Union pool hours which are disapproved by the County Fire Chief may be appealed by the Union member, and such appeal shall be considered and processed as a grievance under the applicable provisions of this Agreement.

**3.5 Names of Union Representatives.** The Union President shall provide to the County Fire Chief a written list of the names, duty locations, addresses, and telephone numbers of the Union officers and negotiating team members, both regular and supplemental, within fifteen (15) days of the effective date of this Agreement, and shall update the list in writing within fifteen (15) days of any change.

**3.6 Bulletin Boards.** The Union shall have the right to install and maintain at the Union's cost a bulletin board at each County facility to which Union members are assigned to perform services. The size, composition, and location of the bulletin boards shall be mutually agreed to by the Union and the County. Posted materials shall be subject to review and approval by the County Fire Chief; shall contain on its face the legible name of the person responsible for placing the material on the bulletin board; shall not contain anything of a derogatory or adverse nature concerning the County or its employees or agents, or contain anything which is in violation of this Agreement; and all materials shall be dated and bear the signature of the Union president or his or her designated representative. Materials placed on a bulletin board in violation of this section shall subject the employee to disciplinary proceedings.

**3.7 Printing and Distribution of Agreement.** The County will, at no cost to the Union, print one copy of this Agreement for distribution to each facility at which employees covered by this Agreement are assigned for duty; one original



copy to the Union; and one copy to each library facility in Monroe County.

**ARTICLE 4: DISCIPLINE AND DISCIPLINARY PROCEDURES.**

**4.1 Disciplinary Standard.** The County and Union agree that no employee who has attained career status with the County shall be discharged, demoted, or otherwise disciplined in a manner which would result in a loss of pay, except for just cause.

**4.2 Probationary Period.** All new and newly-promoted employees shall serve a probationary period. The probationary period shall be considered the last step in the selection or promotion process, and the purpose of the probationary period is to allow management to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of the employee and to assist the County in determining the qualifications of the employee for the position to which the employee has been assigned or promoted.

**4.3 Duration of Probation.** The probationary period for new employees and newly-promoted employees shall be twelve (12) months. The probationary period may be extended (a) for unsatisfactory performance or (b) if the employee has been absent from his or her regularly assigned duties for a total of four hundred eighty (480) hours or more due to any cause except in-service training authorized by the County. Extended probationary periods shall be not less than three (3) months nor more than twelve (12) months. The determination of whether the probationary period for any employee should be extended shall be at the sole discretion of the County, and such determination shall not be grievable.

**4.4 Rejection of Probationary Employee.** Any employee who is in probationary status as a new employee may be dismissed from employment without cause or explanation, without right of appeal, and without recourse to the grievance procedures established by this Agreement. Any employee who is in probationary status as a newly-promoted employee may be demoted to the

classification held immediately prior to the promotion, and such demotion shall be without cause or explanation, without right of appeal, without recourse to the grievance-arbitration procedures established by this Agreement, and without recourse to Career Service Act procedures.

**4.5 Proposed Discipline and Pre-Determination Hearing.** Any proposed discipline of a non-probationary employee subject to this Agreement which would result in a suspension without pay, termination of employment, demotion, or a reduction in base salary, shall require a pre-determination hearing. The pre-determination hearing shall be held and conducted in accordance with the provisions of the Monroe County Policies And Procedures, Section 9.11, provided such procedures are consistent with the following provisions:

**4.5.1 Procedure.** Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted as follows.

**4.5.1.1 Location.** The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

**4.5.1.2 Written Notice.** No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

**4.5.1.3 Time.** All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.

**4.5.1.4 Persons Present.** The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

**4.5.1.5 Sessions.** Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.

**4.5.1.6 Conduct.** The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.

**4.5.1.7 Record.** A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

**4.5.1.8 Representation.** An employee or officer of the County may represent the County, and the Union may represent any member of the bargaining unit desiring such representation in any proceeding in which an interrogation is to take place. The presence of a representative of the Union during interrogations shall be permitted if the bargaining unit member to be interrogated so requests.

**4.5.2 Application.** The procedures in 4.5.1 shall be applicable only to a formal investigation of a bargaining unit member and shall not apply to an informal inquiry involving the member.

**4.6 Emergency Suspension or Transfer.** In a situation where the County Administrator or his or her designee reasonably determines that an emergency exists which could be harmful to the health, safety, or welfare of any person, and that an employee should be temporarily suspended from duty not to exceed a ninety (90) day term or transferred to another duty assignment pending scheduling a pre-determination hearing, the County Administrator or his or her designee shall immediately notify the Union president and the employee of such determination, and shall immediately document that determination in writing to the employee and provide the Union president with a copy.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

**5.1 Purpose.** Grievance procedures are provided to (a) promote improved employer-employee relations by establishing procedures for resolution of issues for which appeal or hearing is not provided for elsewhere in this Agreement; (b) afford employees, individually or through the Union, a systematic means of obtaining further considerations of problems after every other reasonable effort to resolve them through discussion has failed; (c) provide for settlement of issues as near as possible to the point of origin; and (d) to provide that issues shall be heard and settled as informally as possible. Any complaint, grievance or dispute arising under and during the term of this Agreement involving questions of the interpretation or application of any provision of this Agreement shall be processed through the grievance-arbitration procedure of this Agreement, except that claims of unlawful discrimination or retaliation shall not be processed through this grievance-arbitration procedure. In addition, the Union, on behalf of bargaining unit members, expressly waives the right of any bargaining unit member to utilize the procedures of the Career Service Council Act concerning any matter covered by this Agreement, including but not limited to claims of improper disciplinary actions and adverse actions such as transfers, demotions, suspensions or terminations. Bargaining unit members must submit any such disputes to the grievance-arbitration procedure herein, with the exception of claims of unlawful discrimination or unlawful retaliation, which must be submitted through procedures established by laws prohibiting discrimination or retaliation in employment.

**5.2 Exclusive Proceeding.** A grievant initiating and utilizing the procedures set forth in this Article is precluded by law from availing himself or herself of any procedures or remedies provided through any unfair labor procedure or the County=s career service law.

**5.3 Initiation of Grievance.** All grievances initiated under this Agreement shall be in writing and shall, as a minimum, contain (i) a statement, as complete as possible under the circumstances, of the grievance and the facts upon which it is based, including the dates, times, locations, names of

witnesses, and other information appropriate to the grievance; (ii) the section or sections of this Agreement claimed by the grievant to have been violated; and (iii) the remedy or corrective action requested by the grievant. If a grievance form has been adopted by the County, that form shall be utilized in initiating and submitting a grievance.

**5.4 Grievance Steps.** The County and Union agree that all grievances should be dealt with promptly and efficiently, and every reasonable effort must be made to settle a grievance as close to the source as possible.

**5.4.1 Step One.** Within fifteen (15) calendar days of the incident being grieved, the Union or the affected employee may, in the presence of a Union representative, submit a grievance in writing through the Union to the employee=s immediate supervisor.

**5.4.1.1 Immediate Supervisor.** The original copy of the completed form shall be delivered to the employee=s immediate supervisor, and a copy shall be delivered to the Union representative. The immediate supervisor shall attempt to resolve the grievance at that time by attempting to fully discuss the matter with the employee in a fair and equitable manner and in accordance with the established policy of the County. The immediate supervisor=s decision shall be rendered in writing within seven (7) work days of receipt of the grievance.

**5.4.1.2 Agreed Resolution.** If the employee agrees with the decision of the immediate supervisor, he or she or the Union shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employees employment records. No further action on the part of the County shall be required.

**5.4.1.3 No Resolution.** If the employee does not agree with the decision of the immediate supervisor, he or she shall sign the original Grievance Form acknowledging his or her disagreement and immediately notify the Union in writing. The original, signed form shall be submitted by the employee to the

Fire Chief within seven (7) work days of the decision of the immediate supervisor.

**5.4.2 Step Two.** The Fire Chief or authorized agent shall make such inquiry concerning the grievance as he or she shall deem appropriate, and shall render a written decision within seven (7) work days of receipt of the immediate supervisor's decision.

**5.4.2.1 Agreed Resolution.** If the employee agrees with the decision of the Fire Chief or Fire Chief's authorized agent, he or she shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employees employment records. No further action on the part of the County shall be required.

**5.4.2.2 No Resolution.** If the employee does not agree with the decision of the Fire Chief or the authorized agent, he or she shall sign the original Grievance Form acknowledging his or her disagreement, and immediately notify the Union in writing. The original, signed form shall be submitted by the employee to the County Administrator within seven (7) work days of the decision by the Fire Chief or authorized agent.

**5.4.3 Step Three.** The County Administrator or his or her authorized agent shall make such inquiry concerning the grievance as he or she shall deem appropriate, and shall render a written decision within ten (10) work days of receipt of the Fire Chief's, or Fire Chief's authorized agent=s, decision.

**5.4.3.1 Agreed Resolution.** If the employee agrees with the decision of the County Administrator, he or she shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employees employment records. No further action on the part of the County shall be required.

**5.4.3.2 No Resolution.** If the employee does not agree with the decision of the County Administrator or his or her authorized agent, the employee shall sign the original Grievance Form acknowledging his or her

disagreement, and the original, signed form shall be submitted by the employee to the Human Resources Director within seven (7) work days from the date of the decision by the County Administrator or his or her authorized agent. The employee shall also submit a copy of the Grievance form to the Union, and the Union may initiate proceedings with the Federal Mediation and Conciliation Services (FMCS) as provided for in Section 5.11 of this Article.

**5.5 Immediate Dispute Resolution.** If a dispute involves the interpretation or application of this Agreement that has an imminent, substantial effect on the Union itself or upon five (5) or more Union members, either the County or the Union may request waiver of Step 1 and Step 2 in the grievance procedure, whereupon both the County and Union will proceed to immediate discussions at Step 3. Such discussions shall commence within twenty-four (24) hours, during a work week, after notification to the other party and shall continue for not more than seven (7) work days. If the dispute is not resolved during this time frame, the Union may initiate proceedings with the Federal Mediation and Conciliation Services (FMCS) as provided in Section 5.11 of this Article.

**5.6 Extension of Time.** At any stage during the grievance process, the County and the Union may mutually agree to extend the time limits specified in the grievance procedure. In computing time limits under this Article, Saturdays, Sundays, and Holidays shall not be counted. For purposes of this Article, the Term "working days" or work day is defined as Monday through Friday, and each day thereof.

**5.7 Timeliness.** Unless otherwise mutually agreed to in writing by the County and the Union, a grievance not advanced to the next step in the grievance procedure shall be deemed to have been permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure of the County's representative to answer within the time limit set forth in any step of the procedure, unless an extension of time has been mutually agreed to in writing by the Union and the County, will entitle the grievant to proceed to the next step.

**5.8 Consolidation of Grievances.** Either the County or the Union may

consolidate at any step grievances on similar issues or disputes.

**5.9 Employee's Representative.** The County and Union agree that nothing in this Agreement shall be construed to prevent any public employee from presenting, at any time, his or her own grievance in person to the County and having such grievance resolved without the intervention of the Union, provided that the resolution is not inconsistent with the provisions of this Agreement. The Union will be given reasonable opportunity to have a representative present, for observation purposes only, at any meeting called for the resolution of the grievance. No grievant shall have the right to initiate proceedings with the Federal Mediation and Conciliation Services, as this right is reserved exclusively to the Union.

**5.10 Grievance Not To Be Heard Outside Of Procedures.** The Union and County agree that no County Commissioner nor the County Administrator shall be approached, contacted, notified either verbally or in writing, or otherwise apprised of the pendency of a grievance by the grievant, Union officer, Union member, or employee covered by the Union as bargaining agent, when the purpose is to have the County Commissioner or the County Administrator intervene in the grievance proceeding at any level. Upon due proof of a violation of this provision, the individual or individuals determined to have committed the violation shall be disciplined. Nothing in this Section 5.10 shall be interpreted, applied, or deemed to be applied in such a way as to interfere with, limit, or otherwise abridge any employee's right to freedom of speech as such right is defined or interpreted by the federal or Florida constitution or federal or state law.

**5.11 Federal Mediation And Conciliation Service Arbitration (FMCS).**

**5.11.1 Intent To Proceed.** The determination to proceed under this Section shall be only by the Union or the County. Within seven (7) working days after the decision by the County Administrator or his designee as provided for in Section 5.4.3.2, or pursuant to Section 5.5, either the County or the Union shall announce its intention to proceed to arbitration by providing the other party with a copy of the FMCS Form requesting appointment of



arbitrators.

**5.11.2 Selection of Arbitrator.** Selection of an arbitrator will take place according to the rules and procedures of the Federal Mediation and Conciliation Service. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and consider the subject matter of the grievance. The arbitrator will be requested to serve his decision upon the County and the Union within 30 days of the close of the hearing.

**5.11.3 Payment of Expenses.** The expenses of the arbitrator shall be paid by the party losing the award. If a grievance presents more than one (1) issue, or if the arbitrator splits an award between the parties, the arbitrator in the award shall decide the division of the arbitrator's fee.

**5.11.4 Party=s Costs.** Each party shall be exclusively responsible for compensating its own representative(s) and witnesses. If a court reporter or verbatim record of the proceeding is desired, and the County and the Union do not otherwise agree in writing, the expenses of the reporter and the cost of the transcript shall be paid by the party requesting such reporter or transcript.

**5.11.5 Limitation on Arbitrator.** The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement, and the arbitrator shall not have the power to add to, subtract from, modify, or alter the express terms of this Agreement. The decision of the arbitrator is final and binding on both parties. No decision of any arbitrator or of the county in one instance shall create a basis for retroactive adjustments with reference to any prior occurrences not a part of the grievance, unless otherwise agreed by both parties.

**5.11.6 Limitation on Back Wages.** All awards for back wages shall be limited to the amount of wages, benefits and seniority that the grievant otherwise would have earned from the County, less any unemployment compensation and other sums received either directly or indirectly through the County during the period for which back pay was awarded.

**ARTICLE 6: SENIORITY, LAYOFFS, RECALL.**

**6.1 Seniority Application.** Classification seniority shall be used for determining station assignments, as appropriate and consistent with the County's management rights. Department seniority shall be used for resolving all other issues concerning seniority, as appropriate and consistent with the County's management rights.

**6.2 Seniority Determination.** Classification seniority for employees within the same classification or rank shall be based upon the individual employee's last date of permanent hire. Department seniority for employees having the same date of permanent hire shall be based upon the longer time in classification, e.g. when two or more employees have the same last date of permanent hire, their relative seniority shall be determined first by their time in the highest attained classification or rank, and if this factor is equal for the employees involved, then their relative seniority shall be determined by lot.

**6.3 Loss of Seniority.** An employee shall lose his or her status as an employee and his or her classification seniority, rank, and department seniority if:

**6.3.1 Resigns or Quits.** The employee resigns or quits.

**6.3.2 Discharged.** The employee is discharged for just cause.

**6.3.3 Retirement.** The employee retires and ceases to perform any services for the County. Enrolling into the Florida Deferred Retirement Option Plan (DROP) shall not be considered a retirement.

**6.3.4 Lay Off.** The employee has been laid off for a period of time equal to his or her department seniority at the time of the employee's layoff, or one (1) year, whichever is the lesser period of time.

**6.4 Layoffs.**

**6.4.1 Order of Layoffs.** At such time or times as the County may determine it is necessary to reduce the work force of the employees represented by the Union, the layoff of employees shall occur in the following

order and in accordance with department seniority:

**6.4.1.1 First Level.** Temporary, part-time, trainee, and seasonal employees shall be the first level of staffing to be laid off.

**6.4.1.2 Second Level.** Probationary hires and non-permanent full-time employees shall be the second level of staffing to be laid off.

**6.4.1.3 Third Level.** Full-time permanent employees shall be the third level of staffing to be laid off.

**6.4.2 Permanent Employee Layoffs.**

**6.4.2.1 Basis.** Permanent employees shall be laid off on the basis of their seniority classification within the classification or rank.

**6.4.2.2 Management Right.** Classifications or ranks to be reduced in number of employees through layoffs shall be determined by the County in the exercise of its management rights.

**6.4.3 Bumping Rights.**

**6.4.3.1 Within Department.** Employees who are represented by the Union and who are properly laid off shall not have bumping rights to any other department or division of the County.

**6.4.3.2 Union Positions Exclusive.** Employees who are laid off from any other department or division of the County shall not have bumping rights to any position represented by the Union.

**6.4.3.3 Ranking Order.** For purposes of bumping rights within class title of employees covered by this Agreement, the last employee hired is the first employee out.

**6.4.3.4 Bumping Down.** ~~When an employee above the rank or classification of Airport Rescue Firefighter is notified he or she is to be laid off, he or she shall have the right to bump down to the next lower rank. If the employee elects to bump down, the least senior employee in seniority classification in the next lowest rank shall either be laid off or have the right to bump down, and this procedure shall be followed on down until the least senior employee in seniority classification has been reached, and this person shall be laid off. To be agreed upon and added when agreed to.~~

**6.4.4 Notice of Layoffs.** Upon the determination of the intent to reorganize staffing levels resulting in one or more employee layoffs, the County Administrator shall advise the Union president of the determination in writing as soon as practical. Any employee identified to be laid off shall be notified in writing of the reason or reasons for the layoff and the effective date of the layoff. Such written notice shall be given to the employee at least sixty (60) days prior to the effective date of the layoff. The notice shall be considered delivered as of the day it is hand-delivered to the employee or as of the day it is placed in the United States Mail, postage prepaid, and addressed to the employee=s address as shown current in the employee=s personnel file.

**6.4.5 Recall.** The County shall establish a two (2) year rehire list when any layoff occurs. Such list shall contain the name and classification or rank of the employees who were laid off, with the names listed in order of seniority within the classification or rank. No person who is not on the rehire list may be hired until the rehire list is exhausted.

**6.4.6 Rehire.** When rehire occurs, the County shall refill the job within each classification or rank with the qualified individual who is next on the recall seniority list. Should no qualified individual on the rehire list accept the rehire offer, the County shall be free to hire any qualified individual in accordance with County hiring policies. Rehire notices shall be sent by certified mail, return receipt request, to the listed employee, allowing seven (7) calendar days after receipt for acceptance or rejection of the rehire offer.

**6.4.7 Rehire Qualifications.** Any person laid off and subsequently rehired within six months of the date of layoff shall be considered to be qualified for the classification or rank to which rehired, provided any certification for the position required by the State of Florida is in full force and effect. Individuals who are rehired after six months of layoff shall be required to successfully pass a position-related medical examination and show compliance with all State of Florida certification requirements.

## **ARTICLE 7: CERTIFICATION, STANDARDS, AND TRAINING**

~~**7.1 Firefighters.** The County's goal is to employ individuals to perform firefighting duties who possess a current, valid minimum standards certificate of compliance issued to that individual in accordance with the provisions of Section 633.34 and Section 633.35, Florida Statutes, and applicable provisions of the Florida Administrative Code.~~

~~**7.1.1 Firefighter Trainees.** The County may, on a case by case basis, temporarily employ an individual to perform firefighting duties who does not possess the minimum standards certificate of compliance. Such individual shall be classified as a trainee, and shall be paid a base salary equal to ninety percent (90%) of the base salary of an entry-level firefighter/EMT.~~

~~**7.1.2 Temporary Employment.** A trainee shall be temporarily employed for a period not to exceed one year. During temporary employment, the County may, but is not obligated to, provide the opportunity for the trainee to attend a minimum standards firefighting academy at the County's expense. Upon obtaining the minimum standards certificate of compliance, the trainee shall become a regular employee, shall be paid at the base salary rate of an entry-level Firefighter/EMT, and shall begin the probationary period of employment.~~

~~**7.1.3 Termination of Employment.** The employment of a trainee who fails to receive the minimum standards certificate of compliance shall not be continued beyond the one-year period.~~

~~**7.1.4 Repayment Agreement.** Individuals for whom the County provides the opportunity to attend a minimum standards firefighting academy at the County's expense shall be required to enter into a repayment agreement. The terms and conditions of the repayment agreement shall be substantially in the form attached to this Agreement as **EXHIBIT C**.~~

**7.1.5 Continuing Certification Training.** The County shall provide those training opportunities, both on-duty and off-duty, that are sufficient to maintain those firefighting and EMS skills certification as minimally required by

the State of Florida and Monroe County for these positions.

**7.2 Emergency Medical Technician (EMT) Certification.** Individuals employed by Monroe County on a temporary or regular basis to perform firefighting duties shall possess certification by the State of Florida as an Emergency Medical Technician pursuant to the provisions of Chapter 401, Florida Statutes, and applicable Florida Administrative Code rules. The County shall provide those training hours, both on-duty and off-duty, that are sufficient to maintain EMT skills certification as minimally required by the State of Florida and Monroe County.

**7.3 Paramedics.** The County's ultimate goal is to provide professional fire rescue services through the employment of firefighters who are also certified by the State of Florida as a paramedic pursuant to the provisions of Chapter 401, Florida Statutes, and applicable Florida Administrative Code rules.

~~**7.3.1 Paramedic Trainees.** The County may, on a case by case basis, temporarily employ an individual to perform firefighting duties who does not possess certification as a Paramedic. Such individual shall be classified as a trainee, and shall be paid a base salary equal to ninety percent (90%) of the base salary of an entry-level Firefighter/Paramedic.~~

~~**7.3.2 Temporary Employment.** A trainee shall be temporarily employed for a period not to exceed one year. During temporary employment, the County may, but is not obligated to, provide the opportunity for the trainee to attend Paramedic training at the County's expense. Upon obtaining certification as a Paramedic, the trainee shall become a regular employee, shall be paid at the base salary rate of an entry-level Firefighter/Paramedic, and shall begin the probationary period of employment.~~

~~**7.3.3 Termination of Employment.** The employment of a trainee who fails to receive certification as a Paramedic shall not be continued beyond the one-year period.~~

~~**7.3.4 Repayment Agreement.** Individuals for whom the County provides the opportunity obtain certification as a Paramedic at the County's expense shall be required to enter into a repayment agreement. The terms and~~

~~conditions of the repayment agreement shall be substantially in the form attached to this Agreement as **EXHIBIT C**.~~

**7.3.5 Continuing Certification Training.** The County shall provide those training hours, both on-duty and off-duty, that are sufficient to maintain those paramedic and firefighting skills as minimally required by the State of Florida and Monroe County for these positions.

~~**7.4 Initial Paramedic Certification For Firefighter/EMT Employees.**~~

~~**7.4.1 Eligibility.** At the discretion of the County, non-probationary regular Unit members may be provided the opportunity to become certified under Florida law as a paramedic.~~

~~**7.4.2 Scheduling and Approval.** The Unit member, the Union, and the County Fire Chief shall jointly discuss and agree in writing concerning the timing, conditions of attendance, and location of training to achieve Paramedic certification. One condition shall include a Repayment Agreement in substantially the form contained in **Exhibit C**. The certification training shall be at the expense of the County.~~

## ARTICLE 8: SALARIES AND SUPPLEMENTS

**8.1 Base Salary.** Base salaries and step increases for positions covered by this Agreement are attached hereto as **EXHIBIT B**, and made a part of this Agreement by reference. On October 1 of each year of this contract, each step in the pay plan for the bargaining unit shall receive a three percent (3%) cost of living adjustment. Step increases are effective on bargaining unit member's anniversary date.

**8.2 State Mandated Educational Supplement.** In accordance with the provisions of Section 633.382, Florida Statutes, and in accordance with the provisions of Rules 69A-37.082 through 69A-37.089, Florida Administrative Code, the County shall be responsible for, and shall pay, to eligible employees the following amounts:

**8.2.1 Associate Degree.** For employees holding an associate

degree, the sum of \$50.00 per month, not to exceed a total of \$600.00 per calendar year.

**8.2.2 Bachelor Degree.** For employees holding a bachelor=s degree, the sum of \$110.00 per month, not to exceed a total of \$1,320.00 per year.

**8.2.3 Dual Degrees.** If an employee holds both an associate degree and a bachelor=s degree, the employee shall receive only the supplement for the bachelor=s degree.

**8.3 Eligibility For State Mandated Educational Supplement.** Eligibility for the state mandated supplement shall be determined in accordance Section 633.382, Florida Statutes, and in accordance with the provisions of Rules 69A-37.082 through 69A-37.089, Florida Administrative Code.

**8.4 Base Salary.** Bargaining Group Members base salary should be compensated in a level method. Base salary should be divided by the annual number of pay periods (26 currently). Overtime and other special pay will be paid in accordance with County payroll procedures.

**8.5 Hold-Over Time, Call Back Time, and Early Reporting Time Salary Supplements.**

**8.5.1 Hold Over Time.** Hold Over Time shall mean the work time when an employee is required to work beyond the end of his or her regularly scheduled work shift.

**8.5.2 Call Back Time.** Call Back Time shall mean the time when, after an employee has completed his or her normal shift and has departed the work site without any expectation of returning to work before his or her next regularly scheduled shift, the employee has been contacted to report for work and does in fact report for work. Call Back Time shall commence when the employee reports to the work site and shall end when the employee completes the work and departs from the work site. Call Back Time shall consist of a minimum of four hours of work.

**8.5.3 Early Reporting Time.** Early Reporting Time@ shall mean the time an employee is required to report to work, for a regularly scheduled work



shift, at a time earlier than the normal starting time for the regularly scheduled work shift.

**8.5.4 Compensation.** Compensation for Hold Over Time, Call Back Time, and Early Reporting Time shall be paid at the regular and overtime rates in accordance with the calculation of the hours worked by the employee during the regular work cycle.

**8.6 Overtime Pay.** Overtime Pay shall be calculated at the rate of one and one-half times the regular hourly rate of pay. Overtime Pay shall be paid for each hour worked in excess of two hundred four (204) hours during the work cycle.

**8.7 Flight Pay:**

~~**8.7.1 Qualification Rate.**~~ Paramedics or Firefighter/Paramedics who are designated as flight-qualified shall be entitled to a salary supplement equal to five percent (5%) of his or her normal rate of pay during the time he or she is designated as flight-qualified. Bargaining unit members who met this qualification for any period of time between October 1, 2004 and the effective date of this contract shall be paid retroactively for those hours for which they met the qualification.

~~**8.7.2 Assignment Rate.**~~ Flight-qualified Paramedics or Firefighter/Paramedics assigned to a work location where he or she is designated to be a flight-medic, and who are is further assigned to an air ambulance which has an imminent is subject to immediate dispatch on a medivac mission, shall be entitled to a salary supplement equal to seven percent (7%) of his or her normal rate of pay. This is in addition to the qualification rate in 8.7.1. Bargaining unit members who met this qualification for any period of time between October 1, 2004 and the effective date of this contract shall be paid retroactively for those hours for which they met the qualification.

~~**8.7.3 Designation and Training.**~~ It is the right of the County from time to time to determine the number of positions to be designated flight-

~~qualified, to determine the assignment locations of Paramedics or Firefighter/Paramedics who are flight-qualified, and to determine manning staffing requirements for air ambulance missions. It is the responsibility of the individual Paramedic or Firefighter/Paramedic to complete all training hours required to maintain the designation as flight-qualified. In the event that such training hours cannot be completed during assigned duty shifts, the individual shall be responsible for completing the necessary training hours on his or her own time and at no cost to the County.~~

## ARTICLE 9: EMPLOYMENT BENEFITS

**9.1 Applicability.** The benefits listed in this Article and elsewhere in this Agreement apply only to full-time personnel unless expressly stated otherwise.

### **9.2. Annual (Vacation) Leave.**

**9.2.1** Employees whose normal duty assignments involve shift work usually consisting of 24 hours on-duty followed by 48 hours off-duty (as may be referred to as a 24/48 schedule) shall earn annual leave while employed full-time by the County.

**9.2.2** An employee shall commence earning annual leave beginning with the first day of work following employment or re-employment, provided an entire pay period is worked.

**9.2.3** An employee who has had a break in employment of 60 hours or more shall earn annual leave, upon reinstatement or re-employment, at the rate established for newly-hired employees.

**9.2.4** An employee shall earn annual leave in accordance with the following schedule:

**9.2.4.1** During the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> years of employment, annual

**DRAFT 12/07/05**

leave shall be earned at the rate of five (5) hours per pay-period, with the total number of hours earned not to exceed one hundred thirty (130) hours in a calendar year.

**9.2.4.2** During the 4<sup>th</sup> through 10<sup>th</sup> years of employment, annual leave shall be earned at the rate of six and one-quarter (6.25) hours per pay-period, with the total number of hours earned not to exceed one hundred sixty-two and one-half (162.5) hours in a calendar year.

**9.2.4.3** During the 11<sup>th</sup> through 15<sup>th</sup> years of employment, annual leave shall be earned at the rate of seven and one-half (7.5) hours per pay-period, with the total number of hours earned not to exceed one hundred ninety-five (195) hours in a calendar year.

**9.2.4.4** During the 16<sup>th</sup> year of employment and for each year thereafter, annual leave shall be earned at the rate of eight and three-quarters (8.75) hours per pay-period, with the total number of hours earned not to exceed two hundred twenty-seven and one-half (227.5) hours in a calendar year.

**9.2.5** The application, administration and interpretation of annual leave benefits shall be in accordance with the applicable provisions of Monroe County Administrative Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Administrative Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

**9.3. Sick Leave.**

**9.3.1** Employees whose normal duty assignments involve shift work usually consisting of 24 hours on-duty followed by 48 hours off-duty (as may be referred to as a 24/48 schedule) shall earn sick leave while employed full-time by the County.

**9.3.2** An employee shall commence earning sick leave beginning with the second pay period following employment or re-employment.

**9.3.3** An employee who has had a break in employment of sixty (60) hours or more shall earn sick leave, upon reinstatement or re-employment, at

the rate established for newly-hired employees.

**9.3.4** An employee shall earn sick leave at the rate of five (5) hours per pay-period, with the total number of hours earned not to exceed one hundred thirty (130) hours in a calendar year.

**9.3.5** An employee who has an accrued an unused sick leave balance of more than four hundred eighty (480) as of September 30<sup>th</sup> in any year shall have the option to either:

**9.3.5.1** Receive payment for hours accrued and unused in excess of four hundred eighty (480) hours, multiplied by the employees then current rate of pay as of September 30<sup>th</sup> of that year; provided, however, that the total number of hours for which payment is received shall not exceed fifty-two (52) in any year.

**9.3.5.2** Elect to have the excess hours remain as accrued and unused, provided the employee notifies the Personnel Office by September 1<sup>st</sup> that the employee is foregoing payment for the excess hours.

**9.3.6** An eligible employee may enroll in and receive the benefits of the Monroe County Sick Leave Pool. Enrollment procedures and rules for the operation of the Sick Leave Pool are found in Monroe County Administrative Instruction 4702, as amended from time to time, and these procedures and rules shall be used in the administration of the Sick Leave Pool program.

**9.3.7** The application, administration and interpretation of sick leave benefits shall be in accordance with the applicable provisions of Monroe County Administrative Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Administrative Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

**9.4. Holiday Leave.**

**9.4.1** The County has recognized certain days to be holidays, during which most County offices are normally closed. The County and Union agree that the County=s firefighting and emergency rescue services are, and shall be, available during holidays, and that some bargaining unit members will be

required to work during designated holiday periods.

**9.4.2** The application, administration and interpretation of holiday leave benefits shall be in accordance with the applicable provisions of Monroe County Personnel Policies and Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Personnel Policy and Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

**9.5. Uniform And Personal Gear; Maintenance.** The County and Union agree that certain uniform and protective equipment shall be supplied and/or maintained by the County under the following terms and conditions:

**9.5.1 Uniforms, Initial Issuance.** The County agrees to issue to each Unit member the following uniform items:

ITEM DESCRIPTION	NUMBER ISSUED
Shirt, Long Sleeve, <b>White</b> , w/ Insignia	Two
Shirt, Short Sleeve, <b>White</b> , w/Insignia	Two
Shirt, T, w/Insignia	Five
Suit, Jump, w/Insignia	One
Coat, Rain	One
Jacket, w/Insignia	One
Pants	Two
Shirt, Polo, Grey, w/Insignia	Two
Badge	One
Name Tag	One
Station Shoes/Boots	One Pair

**9.5.2 Uniforms, Replacement.** Any uniform item which, as determined by the County, has been destroyed, damaged beyond economical

repair, or which is otherwise unusable or unsightly due to wear and tear shall be replaced by the County at the County=s expense.

**9.5.3 Uniforms, Maintenance.** The County agrees to provide at each work site a clothes washer and clothes dryer for use by Unit members to clean and dry issued items of uniform clothing.

**9.5.4 Uniforms, Class A.** At such time as the County adopts a Class A (Formal) uniform for fire/rescue personnel, the County shall issue one Class A uniform to each Unit member who has been a Unit member for three or more consecutive years of service.

**9.5.4.1** The uniform shall be owned by the County, and upon termination, other than retirement, from employment a Unit member shall return the issued Class A uniform to the County, or shall pay to the County the full cost of replacement of the uniform.

**9.5.4.2** Any Unit member to whom a Class A uniform has been issued, and who retires from service while still a Unit member, shall be entitled, upon his or her request, to retain the Class A uniform as his or her property.

**9.5.5 Footwear, Approved.** The County shall have the right to designate the type, model, and supplier of footwear (station shoes/boots) to be worn by Unit members while performing services for the County. Only the purchase of approved footwear shall entitle the Unit member to reimbursement as provided below.

**9.5.6 Footwear, Reimbursement.** A Unit member shall be entitled to reimbursement in an amount up to Three Hundred Dollars (\$300.00) each odd-numbered year for the purchase of approved footwear to be used by the Unit member while performing services for the County. The Unit member shall submit sales receipts in form suitable to the County showing the date, item purchased, and total amount to be reimbursed, and reimbursement shall be processed and payment made in accordance with the County=s usual practices and procedures.

**9.5.7 Footwear, Supplier Contract.** In the event that the County enters into an agreement with any entity to be a footwear supplier to the

**DRAFT 12/07/05**

County for purposes of providing footwear to Unit members, the procedures put into place by the County pursuant to the contract shall be the approved method for acquiring footwear by Unit members.

**9.5.8 Personal Protective Gear, Issuance.** The County agrees to issue to each Unit member the following personal protective gear:

ITEM DESCRIPTION	NUMBER ISSUED
Coat, Bunker	One
Pants, Bunker	One
Boots, Protective	One Pair
Gloves, Protective	One Pair
Hood, Fire Resistant	One
Helmet, Fire	One
Suspenders, Pants	One Pair
Bag, Mask	One
Mask, MSA, Complete	One
Pack, Fanny	One
Sleeves, Protective	One Pair
Glasses, Safety	One Pair
Shears, Trauma	One Pair

**9.5.9 Personal Protective Gear, Replacement.** Any item of personal protective gear which, as determined by the County, has been destroyed, damaged beyond economical repair, or which is otherwise unusable or unsightly due to wear and tear shall be replaced by the County at the County=s expense.

**9.5.10 Personal Protective Gear, Maintenance.** The County agrees to clean and repair a Unit member's items of personal protective gear at such times as may be deemed necessary from time to time by appropriate supervisory personnel.

**9.6. Health And Medical Coverage.** The County agrees to provide to Unit members coverage under a Medical Insurance Plan, a Pharmaceutical Co-Pay Plan, an Employee Assistance Plan, and make available to Unit members a Payroll Deduction Plan for Vision and Dental Services. These plans shall be offered under the same terms, conditions, and limitations as offered to other County employees, as amended or changed from time to time.

**9.7. Life Insurance.** The County agrees to provide life insurance coverage for each Unit member in the amount of Twenty Thousand Dollars (\$20,000.00) at no premium cost to the Unit member. Such coverage shall be of the type provided to other County employees and shall be with such underwriter or underwriters as the County may select from time to time.

**9.8. Physical/Medical Examinations**

**9.8.1** The County and Union agree that, among other considerations, eligibility of bargaining unit employees to receive certain presumptions and entitlements relative to communicable diseases, disability, and other benefits requires a physical/medical examination of the employee had been conducted prior to the occurrence of the event or condition upon which the presumption or entitlement is based. Additionally, a physical/medical examination evincing good physical condition is required by Section 633.34, Florida Statutes, as a pre-condition of employment as a firefighter. The County and Union further agree that physical/medical examinations for bargaining unit employees in addition to post-offer, pre-employment physical/medical examinations is warranted by the nature of the bargaining unit members' duties.

**9.8.2 Initial Physical/Medical Examination.** The County agrees to provide a post-offer of employment physical examination to an applicant to be hired for a position included in the bargaining unit. The physical examination shall be administered in accordance with applicable provisions of the Americans with Disabilities Act (ADA) and appropriate Monroe County Personnel Policies and Procedures and addenda thereto. The cost of the physical examination shall be paid for by the County, and the minimal scope, content and documentation of the physical examination shall be in accordance with the



requirements of the Division of State Fire Marshal, Bureau of Fire Standards and Training.

**9.8.3 Periodic In-Service Physical/Medical Examination.** The County agrees to provide a physical/medical examination to each full-time employee covered by this Agreement at such times and in such extent as provided for in Section 2-4, Chapter 2, of Standard 1582 Edition 2000 of the National Fire Protection Association, entitled Medical Requirements for Firefighters and Information for Fire Department Physicians. The County will use its good faith efforts to schedule the physical/medical examination for an employee during the 30 days immediately prior to, or the 30 days immediately after, the employee=s hire anniversary date; however, it shall also be the responsibility of the employee to make appropriate notification to the County of the need for the scheduling of the physical\medical examination. The failure of the County to meet this general scheduling requirement for physical\medical examinations shall not be subject to the grievance procedures provided for elsewhere in this Agreement. The cost of the physical\medical examination shall be paid for by the County. Failure of current (as of October 1, 2005) employees to comply with Category A criteria will not automatically disqualify them from their position but a decision will be made based on safety issues and performance of the employee.

**9.8.4 Special Incident Physical Examination.** The County agrees to provide a physical/medical examination to any full-time employee who has been exposed to an infectious or contagious disease while in the performance of the employee=s duties for the County. Additionally, the County agrees to provide a physical\medical examination to a full-time employee who has been involved in any incident while in the performance of the employee=s duties for the County which, as generally and commonly recognized in the medical community, would require a physical\medical examination. The performance of such physical\medical examination shall be within a medically reasonable period of time after the exposure or incident, and the cost of the physical\medical examination shall be paid for by the County.

**9.8.5 Fitness For Duty Examinations.** The County shall have the right to require an employee to undergo a physical examination or mental examination, or both, when it appears that the employee has exhibited an action or conditions that are readily observable to a reasonable and prudent person and which would lead such a person to reasonably believe that the employee may not be able to fully perform his or her duties. The cost for the examination or examinations shall be paid for by the County, the examination or examinations shall be performed by the professional designated by the County, and the results of the examination shall be reported in the manner required by the County. If any applicable federal or state law shall require that the employee who has been examined in accordance with this section provide written consent for the release of the examination information to the County, the employee shall provide such written consent conditioned upon the County maintaining the confidentiality of the information received and the County shall only release the information as required by federal or Florida law or by lawful order issued by a court or administrative tribunal having competent authority to issue such an order.

**9.8.6 Documentation of Physical/Medical Examinations.** For physical/medical examinations administered in accordance with Sections .7.2 and .7.3 above, the documentation of the physical/medical examination shall be provided to the County on Forms identified as Figure E-1, NFPA Physical Exam Summary (2000 Edition) and Figure E-2, NFPA Medical Examination Form (2000 Edition). The minimal requirements for reporting shall include a complete medical history and general physical examination; urine drug screen for all drugs identified by the County from time to time in accordance with state statute; complete blood screen as identified by the County from time to time in accordance with state statute; chemistry and lipid profile; audiogram, 12-lead electrocardiogram with interpretation and report; chest x-ray, and treadmill stress testing.

## **9.9. Firefighter Death Benefits**

**9.9.1 Florida Law.** Section 112.191, Florida Statutes, requires the

## **DRAFT 12/07/05**

County to provide certain benefits to a firefighter, the firefighter=s surviving spouse, and any surviving children of a firefighter who dies, is killed, or suffers a catastrophic injury under conditions specified in Section 112.191.

**9.9.2 Amounts.** The amounts to be paid by the County under this law range from \$50,000 to \$150,000 per firefighter, with such amounts subject to adjustment as determined by the State Fire Marshal, and such payments shall be in addition to any worker=s compensation and pension benefits. Additionally, the County will pay the entire health insurance plan premium for the firefighter and his or her spouse and children under the conditions specified in Section 112.191.

**9.9.3 Budgeting.** The County agrees to budget each year for the anticipated costs of providing the benefits under Section 112.191. The amount of reserves, insurance expenses and other costs related to the benefits to be provided shall be in such amounts to be solely determined in good faith by the County. Additionally, the County shall have the right to provide for the payment of these benefits through self-insurance, appropriate insuring policies, or a combination thereof. The cost of any insurance premiums shall be paid by the County.

**9.9.4 Applicable Rules.** The provisions of Section 9.9 shall be administered consistent with the provisions contained in Rules 69A-64.001 through 69A-64.005, Florida Administrative Code.

## **9.10. Florida Retirement System Contributions.**

**9.10.1 Florida Law.** All full-time employees of the County are required to participate in the Florida Retirement System (FRS). Bargaining unit members are classified as Aspecial risk@ employees under the FRS, which requires the County to make contributions to the FRS on a higher percentage basis than for regular members of the FRS.

**9.10.2 Budgeting.** The County agrees to budget each year for the anticipated total amount of contributions to be made to the FRS on account of the bargaining unit members.

**9.10.3 No Member Contribution.** Bargaining unit members shall not

be required or obligated to contribute any sums to the FRS; provided, however, that if in the future the state law changes in this regard, this provision of the Agreement shall be automatically amended to conform with the statutory provisions.

**9.11. Educational Expense Reimbursement.**

**9.11.1 General.** The County agrees to reimburse employees for educational expenses incurred by the employee under the following terms and conditions:

**9.11.1.1 Eligibility.** The employee must have been employed full-time by the County for at least one year immediately prior to applying for reimbursement, and the employee must not be in an initial or extended probationary status.

**9.11.1.2 Prohibitions.** The employee shall not utilize any space, personnel, equipment or supplies provided by the County in the process of fulfilling any of the requirements of the coursework for which the employee is being reimbursed.

**9.11.1.3 New Coursework.** The coursework must not be duplicative of any coursework for which the employee has been previously reimbursed by the County, unless required by Section 7.1.5.

**9.11.2 Administration.** The application, administration and interpretation of educational reimbursement benefits, and the amounts to be paid, shall be in accordance with the applicable provisions of Monroe County Personnel Policies and Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Policies and Procedures or of any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

**9.12 Communicable Disease Immunization.**

**9.12.1 Acknowledgment of Risk.** The County and Union agree that the bargaining unit members run a high risk of occupational exposure to hepatitis, meningococcal meningitis, and tuberculosis, and the County should provide such immunizations and keep records thereof.

**9.12.2 Records and Notification.** The County shall maintain a record of any known or reasonably suspected exposure of a bargaining unit member to the diseases described in Section 9.12.6, and the County shall immediately notify the employee of such exposure.

**9.12.3 Member to Report.** Each bargaining unit member who has knowledge of known or suspected occupational exposure to the diseases described in 9.11.1 shall immediately file a report of the incident to the appropriate supervisory personnel.

**9.12.4 Immunization.** Each bargaining unit member shall be inoculated against hepatitis upon employment or as may be medically required in order to have current immunization against hepatitis. The County shall pay for the costs of such immunization. An employee may refuse immunization but he/she must sign a release if he/she does not avail him/herself of the immunization opportunity.

**9.12.5 Future Circumstances; Requirements.** Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease recognized in Section 112.181, Florida Statutes, the County may require bargaining unit members to undergo the immunization or prophylaxis; provided, such immunization or prophylaxis is medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the United States Public Health Service and the employee=s physician has not determined in writing that the immunization or prophylaxis would pose a significant risk to the employee's health.

**9.12.6 Required Screening For Statutory Presumptions.**

**9.12.6.1 Florida Law.** Section 112.18 and Section 112.181, Florida Statutes, provides that, under certain conditions, specified illnesses and injuries shall be presumed by law to have been accidental and to have been suffered in the line of duty, provided a medical examination had been previously conducted upon the employee or the employee has executed a written affidavit as provided in Section 92.50, Florida Statutes.

**9.12.6.2 Screenings And Affidavits.** The County agrees to provide the medical screenings, as part of the physical and medical examinations provided for in Section 9.8 of this Agreement.

**9.13 Public Records Exemptions.**

**9.13.1 Florida Law.** Chapter 119, Florida Statutes, provides protections against certain information being available to the public under the Florida Public Records law.

**9.13.2 Exempt Information.** The County and Union agree that the home addresses, telephone numbers, and photographs of firefighters certified in compliance with Section 633.35, Florida Statutes; the home addresses, telephone numbers, photographs, and places of employment of the spouses and children of such firefighters; and the names and locations of schools and day care facilities attended by the children of such firefighters are exempt from inspection under Section 119.01, Florida Statutes.

**9.13.3 Protection of Exemption.** The County agrees that, when any request is received under the Florida Public Records law to inspect any record maintained by the County relating to a member of the bargaining unit, the County will take such steps as are reasonably required to redact, omit, cover up, or otherwise eliminate from the records to be inspected such information as is listed in Section 9.12.2.

**9.14 Workers' Compensation Premiums.**

**9.14.1 Coverage and Benefits.** All full-time Unit member employees of the County are participants in the Florida Workers' Compensation program and are entitled to receive such coverages and benefits as provided by the Florida Workers' Compensation law.

**9.14.2 Budgeting.** The County agrees to budget each year for the anticipated total amount of claims and excess insurance premiums to be paid for workers' compensation coverage of, and payments on behalf of, the bargaining unit members.

**9.14.3 No Member Contribution.** Bargaining unit members shall not

be required or obligated to contribute any sums towards workers' compensation insurance premiums; provided, however, that if in the future the state law changes in this regard, this provision of the Agreement shall be automatically amended to conform with the statutory provisions.

**9.15 Unemployment Compensation Benefits.**

**9.15.1 Florida Law.** In general, employees of the County are entitled to the rights and benefits provided by the Florida Unemployment Compensation law.

**9.15.2 Budgeting.** The County is a reimbursable employer under the law, and agrees to pay each year the total amount of unemployment benefits to be repaid to the State of Florida for unemployment compensation benefits payable to or on account of bargaining unit members.

**9.15.3 No Member Contribution.** Bargaining unit members shall not be required or obligated to contribute any sums as contributions towards unemployment compensation benefits; provided, however, that if in the future the state law changes in this regard, this provision of the Agreement shall be automatically amended to conform with the statutory provisions.

**9.16 Federal Government Contributions.**

**9.16.1 FICA and Medicare.** The County agrees to remit to the federal government on a timely basis all amounts owed as the employer's portion of FICA and Medicare contributions attributable to the employment by the County of each Unit member.

**9.16.2 Employee Withholding.** The County agrees to deduct from each Unit member's salary and wages all amounts owed by the employee to the federal government for the employee's share of FICA and Medicare contributions, and withholding and forwarding of federal income tax obligations.

**9.17 Savings Bond Deductions.** The County agrees to provide the opportunity to Unit members and employees to participate in a Savings Bond program through a payroll deduction plan. The program shall be administered by the County in accordance with its standard practices, as may be amended from time to time.

**9.18 Direct Deposit Payroll Option.** The County agrees to provide a program for direct deposit of a Union member's and employee's pay into a financial institution of the Unit member's or employee's choice, consistent with the policies and practices of the County, as may be amended from time to time.

**9.19 Years-of-Service Award Program.** The County agrees to provide an award program to recognize employees who have been employed by the County for five years or more, and this program shall be administered as provided in Section 2-15.6, Monroe County Code, as amended from time to time.

## **ARTICLE X: MISCELLANEOUS PROVISIONS.**

### **10. Term of Agreement; Effective Date.**

**10.1 Term.** The term of this Agreement shall be for a period of three (3) years, commencing at 12:01 A.M. on October 1, 2005, and ending on September 30, 2008, at 11:59 P.M.

**10.2** This Agreement shall remain in full force and effect during any negotiations and shall continue in full force and effect until such time as a new agreement is reached or imposed.

**10.3 Reopener.** By mutual consent this contract can be reopened with thirty (30) days notice to discuss specific issues which shall be agreed upon mutually by both parties prior to commencement of negotiation. In year 2 this contract can be reopened for year 3 of the contract for the purpose of discussing an additional Kelly Day.

**11. Bargaining Unit Work Security.** During the term of this Agreement, the Employer shall not assign or delegate out bargaining unit work in any manner whatsoever. In particular, the County agrees that fire suppression (combat), rescue, fire prevention emergency medical services, administrative services and other Fire/EMS or Airport Fire/Rescue Department related services and functions shall not be assigned or delegated out in any manner, to private or public entities. This article does not apply to fire suppression, rescue or



**DRAFT 12/07/05**

emergency medical services that are currently provided by volunteer fire companies registered as nonprofit corporations within the State of Florida; however, no expansion or any type or kind beyond the current fire district/zone/area of each volunteer fire company that is currently under contract to Monroe County is permissible under this article. This does not preclude services covered under mutual aid agreements or services needed in the event of catastrophic events that impacts bargaining units ability to provide staffing for services. -

**12. Construction.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Monroe County, Florida.

**13. Severability.** Should any word, phrase or provision of this Agreement be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

**14. Entire Agreement.** No statements, representations, or warranties, whether written or oral or from whatever source arising, that were made or alleged to have been made in the negotiation of this Agreement, or alleged as being an inducement by or to either the County or the Union to enter into this Agreement, shall have any validity between the County and the Union or be binding on either the County or the Union, unless such statement, representation, or warranty is expressly written into this Agreement.

**15. Captions And Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provision of this Agreement.

**16. Exhibits.**

**16.1 Inclusion in Agreement.** The Exhibits referred to in, and attached to, this Agreement shall be incorporated into this Agreement and be a part of this Agreement.

**16.2 Additional Exhibits; Amendment of Exhibits.** The County and

**DRAFT 12/07/05**

Union agree that one or more additional Exhibits may be added to this Agreement, and that any Exhibit to this Agreement may be amended, changed, or supplemented from time to time, provided that such addition, change, amendment, or supplement shall be accepted and approved by both the Union members and the County consistent with the procedures for ratification and approval of agreements provided for in Chapter 447, Florida Statutes, and further provided that only the added, changed, amended, or supplemented Exhibit need be submitted for ratification and approval.

**16.3 Changes to Section 16.4.** The list of Exhibits provided in Section 16.4 of this Agreement shall be amended from time to time by the County to reflect any additions, supplements, changes, or amendments ratified and adopted from time to time as provided for in Section 16.2 of this Agreement.

**16.4 List of Exhibits.** The Exhibits to this Agreement are as follows:

**16.4.1 Exhibit A: Union Certification Documentation.**

**16.4.2 Exhibit B: Base Salary And Step Increase Chart.**

Pursuant to Section 447.309(1), Florida Statutes, the Above agreement is agreed to by and between the bargaining agent and the chief executive officer of Monroe County.

**Bargaining Agent.**

**Professional Firefighters of Monroe County,  
International Association of Firefighters,  
Local 3909**

By: \_\_\_\_\_

President

Date: \_\_\_\_\_

Chief Executive Officer:

By: \_\_\_\_\_

Tom Willi, County Administrator

Date: \_\_\_\_\_

This Collectively Bargained Agreement was bargained for and agreed to in accordance with the provisions of Chapter 447, Florida Statutes, and Chapter 286, Florida Statutes; was submitted to the bargaining unit members and ratified by a vote of \_\_\_\_\_ votes for the Agreement and \_\_\_\_\_ votes against the

**DRAFT 12/07/05**

Agreement; and after ratification was submitted to the Board of County Commissioners for action.

**Bargaining Agent.**

**Professional Firefighters of Monroe County,  
International Association of Firefighters,  
Local 3909**

By: \_\_\_\_\_

President

Date: \_\_\_\_\_

The Board of County Commissioners, at a duly noticed and publicly held meeting at \_\_\_\_\_, Monroe County, Florida, on \_\_\_\_\_, 200\_\_\_\_, approved the above Agreement by (unanimous) (majority) vote of the Board Of County Commissioners, as follows:

VOTING FOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VOTING AGAINST:

**BOARD OF COUNTY COMMISSIONERS OF  
MONROE COUNTY, FLORIDA**

By: \_\_\_\_\_

Dixie M. Spehar, Mayor

Date: \_\_\_\_\_

ATTEST:

DANNY L. KOLHAGE,  
Clerk of Court

By: \_\_\_\_\_

Deputy Clerk

Date: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: December 21, 2005

Division : County Administrator

Bulk Item: Yes X No    

Department: County Administrator

Staff Contact Person: Tom Willi

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**AGENDA ITEM WORDING:** Approval of Contracts with Professional Firefighters of Monroe County, International Association of Firefighters, Local 3909 for Unit 1, covering Emergency Medical Technician, Paramedic, Firefighter/EMT, Firefighter/Paramedic, and Airport Rescue Firefighter and for Unit 2, covering Battalion Chief, Shift Captain/Airport Rescue Firefighter, and Fire Rescue Captain.

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**ITEM BACKGROUND:** On March 31, 2000, the Public Employees Relations Commission certified the Monroe County Professional Firefighters, Local 3909, IAFF as the exclusive bargaining representative for the employees in the above-referenced units.

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**PREVIOUS RELEVANT BOCC ACTION:** Board implemented step-plan in October 2004 for members covered by these contracts.

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**CONTRACT/AGREEMENT CHANGES:** First Contract

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**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:** \_\_\_\_\_

**BUDGETED:** Yes X No    

**COST TO COUNTY:** \_\_\_\_\_

**SOURCE OF FUNDS:** \_\_\_\_\_

**REVENUE PRODUCING:** Yes     No X **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty \_\_\_\_\_ OMB/Purchasing \_\_\_\_\_ Risk Management \_\_\_\_\_

**DIVISION DIRECTOR APPROVAL:** \_\_\_\_\_

  
(Thomas J. Willi)

**DOCUMENTATION:** Included X Not Required \_\_\_\_\_

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

1 **THIS COLLECTIVELY BARGAINED AGREEMENT** is entered into by the  
2 **Board of County Commissioners of Monroe County**, Florida (hereinafter  
3 "County" or "Employer") and the **Professional Firefighters of Monroe**  
4 **County, International Association of Firefighters, Local 3909** (hereinafter  
5 "Union", "Employee Organization" , "Organization", or "Bargaining Agent")  
6 pursuant to the authority of Part II, Chapter 447, Florida Statutes; and  
7 hereafter this Agreement may be referred to as the **"Unit One Agreement."**

8  
9 **ARTICLE 1: INTRODUCTORY MATTERS.**

10  
11 **1.1 Purpose.** The purpose of this Agreement is to set forth terms and  
12 conditions of employment of the public employees Union and for the operation  
13 of the Fire/Rescue Services provided by the County. Further, it is the intent of  
14 this Agreement to promote effective protection of the residents of and visitors  
15 to Monroe County; to provide for the safety of the employee in the performance  
16 of his or her duties; to insure the economy in the operation of the Fire/Rescue  
17 Services; to provide for the cleanliness, maintenance, and proper care of  
18 equipment; to establish procedures for the fair and peaceful adjustment of  
19 differences between the employee or Union and the County that may arise from  
20 time to time; and to promulgate rules and regulations for ethical conduct in  
21 business and relations between the employees, the Union, and the County.  
22 Finally, it is the intent of this Agreement to provide for a great degree of  
23 harmony and understanding between the County, the employee, and the Union.

24 **1.2 Recognition and Certification of Union; Management Rights.**

25 **1.2.1 Union Selection and Request.** The Union is the employee  
26 organization which has been selected by a majority of the Fire/Rescue Services  
27 employees of the County for purposes of collective bargaining with the County  
28 and, in accordance with Section 447.307(1)(a), Florida Statutes, the Union has  
29 requested the County to recognize the Union as the bargaining agent for the  
30 said employees.

**1.2.2 Union Recognition.** The County is satisfied as to the majority  
status of the Union and the appropriateness of the proposed unit in accordance

**1.2.3 Certification.** The Florida Public Employees Relations Commission (“PERC”) has reviewed the petition of the Union for certification, has determined the appropriateness of the unit, and has certified the Union as the exclusive representative of all employees in the unit. A copy of the certification documentation is attached to this Agreement as **Exhibit A.**

**1.2.4 Unit Determination.** The unit covered by this Agreement has been determined to include County employee positions of **Emergency Medical Technician (“EMT”), Paramedic, Firefighter/EMT, Firefighter/Paramedic, and Airport Rescue Firefighter.** For convenience to the Union and County, this unit may be referred to as **Unit One** or **Unit 1.**

**1.2.5 Exclusive Management Rights.** Section 447.209, Florida Statutes, provides the County with the authority to determine unilaterally the purpose of each of its constituent departments and divisions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. The County also has the right to direct its employees, take disciplinary action for proper cause, and relieve employees from duty because of lack of work or for other legitimate reasons. In matters not covered specifically by language within this Agreement, the County shall have the right to make decisions in such areas on a unilateral basis, and such decisions shall not be subject to any grievance procedure, except as to whether a specific matter is a management right, or as otherwise provided by Florida law. The below enumerated rights of management are not all-inclusive, but indicate the type of matters or rights which belongs to or is inherent to management. Any of the rights, powers, and authority the County had prior to entering into this Agreement are retained by the County except as expressly provided for in this Agreement. Without limiting the generality of the foregoing, the term “rights of Management” as used or referred to in this Agreement include (1) the determination of policy and procedures, including the right to manage the affairs of the fire/rescue services; (2) the right to determine the starting and quitting time and the number of hours and shifts to be worked,

**DRAFT – 12/08/05 – 12:36 p.m.**

including the need for overtime work, subject only to contrary provisions of this Agreement; (3) the right to establish, change, or modify work schedules, subject only to contrary provisions of this Agreement; staffing of equipment and apparatus; amount and types of equipment; and placement and location of equipment; (4) the right to direct the members of the unit, including the right to hire, suspend, demote, promote, transfer, discipline, and discharge any unit member for just cause; (5) the right to temporarily assign unit members to other duties within the County's fire/rescue operations; (6) the organizational structure of the fire/rescue operations in the County, including the right to organize and reorganize in any manner in which the County chooses, including the size of operations, the determination of job classifications and ranks based upon other duties assigned; (7) the determination of the safety, health, and property protection measures for the fire/rescue services; (8) the allocation and assignment of work to unit members; (9) the determination of policy affecting the selection and training of new employees and the on-going training, certification, and cross-certification of unit members; (10) the scheduling of operations; (11) the establishment, amendment, and enforcement of fire/rescue operations rules, regulations, policies, procedures, and orders; (12) the transfer of work from one position to another within the unit; (13) the introduction of new, improved, or different methods and techniques of operations or a change in existing methods or techniques; (14) the placing of secondary services temporarily; maintenance; or other work with outside contractors or other agencies of the county, any municipality within the county, or state or federal agencies; (15) the determination of the number of ranks and number of personnel within the unit; (16) the determination of the quantity and amount of supervision to be provided to unit members; (17) the transfer of any unit member from one area, shift, work schedule, or facility to another; and (18) the right to direct any person not covered by this Agreement to perform any task or assignment.

**1.2.6 Notice of Exercise of Management Rights.** The County agrees that prior to unilaterally exercising any of its management rights detailed in

**DRAFT – 12/08/05 – 12:36 p.m.**

Section 1.2.5 which will directly affect the unit=s operations, the County will, in non-emergency situations, provide written notification to the Union President either by U.S. Postal Service Mail, certified or return receipt requested; in person by hand-delivery; or by electronic mail with confirmation of receipt as may be provided by the electronic mail software application. Non-emergency written notification shall be given at least twenty (20) days prior to the effective date of the management right to be exercised as identified in the notification. In emergency situations, notice shall be given as soon as practicable and in such form as may be reasonable under the circumstances.

**1.2.7 Failure of Notification.** In regards to exercising its rights detailed in Section 1.2.5 and Section 1.2.6, the County and Union agree that failure to give the written notice will not, in and of itself, provide the basis for an unfair labor practice claim to be filed with PERC or become the basis for the filing and processing of a grievance.

**1.2.8 Non-Waiver; Non-Exclusivity.** The provision of any notice pursuant to Sections 1.2.5 and Section 1.2.6 shall not be deemed to be a waiver of any rights or prerogatives of the County to which the County is entitled pursuant to federal, state, and local statutes, laws, ordinances, regulations, rules, or case law. Should the County fail to exercise any of its lawful rights from time to time, such failure shall not be, nor shall such failure be deemed to be, a waiver to exercise such right or rights in the future, and it is specifically agreed by the Union and the County that any right or function of the County not specifically relinquished or altered by this Agreement is reserved to the County. Further, the Union and County agree that the rights, responsibilities, and prerogatives inherent in, or legally provided to, the County and the County Administrator cannot be subject to any grievance or arbitration proceedings except as may be specifically provided for in this Agreement.

### **1.3 Non-Discrimination.**

**1.3.1 Non-Discrimination Agreement.** The County and Union agree that both oppose discrimination or retaliation on account of, and neither shall discriminate nor retaliate against any employee or Union member on account



DRAFT – 12/08/05 – 12:36 p.m.

of, race, color, creed, gender, national origin, marital status, gender orientation, sexual preference, age, religion, union activity, handicap or disability except as may be permitted or allowed as a bona fide occupational qualification under federal or state law.

**1.3.2 Discrimination/Retaliation Not Grievable.** While the County and Union agree that unlawful discrimination and unlawful retaliation have no place in the County's workforce, federal and state laws provide specialized protections, procedures and remedies for such misconduct. Therefore, claims that the County or the Union engaged in unlawful discrimination or unlawful retaliation shall exclusively be processed through the statutory, administrative and judicial procedures that exist to entertain and resolve such claims. Therefore, any such claim(s) is not subject to the grievance/arbitration procedure of this Agreement.

**1.3.3 Investigation of Complaint of Discrimination.** The County and Union agree that any allegation of discrimination against the County or the Union that is received by the County shall be investigated and resolved in accordance with the County's internal administrative procedures and the County shall additionally have the right to forward any allegation of discrimination to any appropriate state or federal agency as the County may deem appropriate.

#### **1.4 No Strike, No Lockout.**

**1.4.1 Injunctive Relief.** The County and Union agree that the County is responsible for and engaged in activities which are the basis for the health and welfare of the general public and any violation of this section 1.4 could give rise to irreparable damage to the County and the public at large. Accordingly, the Union agrees that in the event any violation of this section 1.4 should occur or be apparently imminent, the County shall be entitled to seek immediate injunctive relief in a court of competent jurisdiction without notice to the Union.

**1.4.2 No Strikes.** The Union agrees that there shall be no strikes as that term is defined in Florida Statutes, and that there shall be no work stoppage, work slowdowns, boycotts, picket lines or picketing in support of a

work stoppage or work slowdown, nor will there be a concerted failure or refusal to perform work assigned by the County or appropriate superior employees or individuals designated by the County. The County shall have the right to pursue any and all legal and equitable remedies in the event of a strike.

**1.4.3 No Support By Union.** The Union agrees that it shall not support, condone, encourage, authorize, sanction, or ratify any violation of subsection 1.4.2 above. The County agrees that the Union shall not be held liable for any violation of section 1.4 if it is reasonably shown that neither the Union nor any Union officer supported, condoned, encouraged, authorized, sanctioned, or ratified such action. In the event any Union officer becomes aware of any activity, whether verbal or physical, which is intended or may be reasonably be construed to be instigating a strike, work stoppage, work slowdown, boycott, picketing, or other activity in violation of this Agreement, that officer shall immediately attempt to discourage such activity and shall immediately notify the appropriate managerial authority of such action.

**1.4.4 No Lockout.** The County agrees that it shall not authorize, promote, condone, institute, or engage in any lockout of Union members.

## **ARTICLE 2: DEFINITIONS**

For the purpose of this Agreement, the following terms shall have the meanings as set forth, unless the context specifically provides otherwise:

**2.1 Administrative Proceeding,** for purposes of disciplinary proceedings, means any nonjudicial hearing which may result in the recommendation, approval, or order of disciplinary action against, or suspension or discharge of, a firefighter.

**2.2 Advanced life support** means treatment of life threatening medical emergencies through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, telemetry, cardiac monitoring, and cardiac defibrillation by a qualified person pursuant to the rules of the Florida

**2.3 Advanced life support service** means any emergency medical transport or nontransport service which uses advanced life support techniques.

**2.4 Air Ambulance** means any fixed-wing or rotary-wing aircraft used for, or intended to be used for, air transportation of sick or injured persons requiring or likely to require medical attention during transport.

**2.5 Ambulance** means any privately or publicly owned land or water vehicle that is designed, constructed, reconstructed, maintained, equipped, or operated for, and is used for, or intended to be used for, land or water transportation of sick or injured persons requiring or likely to require medical attention during transport. The term also includes **an emergency medical services vehicle.**@

**2.6 ARFF** means Airport Rescue Firefighter.

**2.7 Basic life support** means treatment of medical emergencies by a qualified person through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical antishock trousers, administration of a subcutaneous injection using a premeasured autoinjector of epinephrine to a person suffering an anaphylactic reaction, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation. The term "basic life support" also includes other techniques which have been approved and are performed under conditions specified by rules of the Florida Department of Health.

**2.8 Basic life support service** means any emergency medical service which uses only basic life support techniques.

**2.9 Bargaining unit** or **Unit** means the employees represented by the Professional Firefighters of Monroe County, International Association of Firefighters, Local 3909.

**2.10 Bumping Rights** means the right of an employee covered by this Agreement to displace an employee of lower seniority, covered by this Agreement, from a position covered by this Agreement, but only in accordance

**DRAFT – 12/08/05 – 12:36 p.m.**

with the terms and conditions of this Agreement.

**2.11 Chief executive officer**, as generally defined in Section 447.203, Florida Statutes, shall mean the County Administrator.

**2.12 Classification seniority** shall mean the length of time of full-time employment within a particular job classification, as measured from the date of regular hire status to the classification or date of permanent promotion to the classification.

**2.13 Continuous service**, as required for advancement within salary ranges and for other purposes specified under this Agreement, means employment by the County on a probationary, regular, or acting appointment basis without break or interruption, and shall be interpreted in accordance with the County=s policies and procedures.

**2.14 County** means the political entity known as Monroe County, and includes the Board of County Commissioners, the County Fire Chief, the County Administrator, and employees and agents of Monroe County. County also means the geographical area of the State of Florida encompassed within the boundaries set forth in Section 7.44, Florida Statutes.

**2.15 Court** means any county court or state circuit court in Florida and any federal court in Florida having subpoena powers and exercising such power upon a unit member as a result of action or involvement in, or observance of, a situation while in the member=s capacity as a county employee.

**2.16 Department seniority** shall mean the length of time of full-time regular employment with the County, calculated from the last hire date.

**2.17 Emergency** means a circumstance requiring immediate action; a sudden, unexpected happening; an unforeseen occurrence or condition.

**2.18 Emergency Medical Services** means the activities or services to prevent or treat a sudden critical illness or injury and to provide emergency medical care and prehospital emergency medical transportation to sick, injured, or otherwise incapacitated persons.

**2.19 Emergency medical services vehicle** means an ambulance.

**2.20 Emergency medical technician** means a person who is certified by the

DRAFT – 12/08/05 – 12:36 p.m.

Florida Department of Health to perform basic life support.

**2.21 Employee** means a member of the bargaining unit, unless the context specifically requires a different meaning.

**2.22 Employee organization** means Professional Firefighters of Monroe County, Local 3909, International Association of Firefighters.

**2.23 Employer** means Monroe County, Florida.

**2.24 Fire Apparatus**, also referred to as Engine Apparatus or Engine means a vehicle of 10,000 lb (4540 kg) or greater gross vehicle weight rating (CVWR) used for fire suppression or support, in accordance with the definitions and standards in National Fire Protection Association Standard 1901.

**2.25 Firefighter** means any person employed by Monroe County and whose primary responsibility is the prevention and extinguishment of fires, and the protection and saving of life and property. The term includes a firefighter employee as defined in Section 633.802(3), Florida Statutes, and a firefighter as defined in Section 112.81(1), Florida Statutes, and Section 633.30(1), Florida Statutes.

**2.26 Florida Firefighters Occupational Safety and Health Act**, or FFOSHA means the provisions of Sections 633.801 through 633.821, Florida Statutes.

**2.27 Formal Investigation** means the process of investigation ordered by supervisory personnel, after the supervisory personnel have previously determined that the firefighter shall be reprimanded, suspended, or removed, during which the questioning of the firefighter is conducted for the purpose of gathering evidence of misconduct.

**2.28 Grievance** means a complaint, dispute, or controversy in which it is claimed that the Union, the County, or a County employee has failed in an obligation under this Agreement, which involves the meaning, interpretation, or application of this Agreement, and where the grievant, the Union or the County believes that rules have been misapplied or violated.

**2.29 Holiday** means a day, beginning at 12:01 A.M. and ending twenty-four (24) hours later, which the County has recognized in its ordinances, resolutions, policies and procedures as a day on which most county offices are

**DRAFT – 12/08/05 – 12:36 p.m.**

usually closed. The County recognizes the following days to be holidays: New Year=s Day, Presidents Day, Martin Luther King=s Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Thanksgiving Friday, Christmas Day.

**2.30 Informal Inquiry** means a meeting by supervisory or management personnel with a firefighter about whom an allegation of misconduct has come to the attention of such supervisory or management personnel, the purpose of which meeting is to mediate a complaint or discuss the facts to determine whether a formal investigation should be commenced.

**2.31 Interrogation** means the questioning of a firefighter by an employing agency in connection with a formal investigation or an administrative proceeding but not shall not include arbitration or civil service proceedings. Questioning pursuant to an informal inquiry shall not be deemed to be an interrogation.

**2.32 Ladder Truck Apparatus or Ladder Truck** means any fire apparatus equipped with a power operated ladder, tower, platform, or articulating device whose primary purpose is to provide firefighters with access to levels of height beyond the reach of manually-raised ladders.

**2.33 Legislative body**, as generally defined in Section 447.203, Florida Statutes, means the Board of County Commissioners of Monroe County.

**2.34 Membership dues deduction** means the amount established by the Union to be paid on a monthly basis by Union members as and for the privilege of belonging to the Union, and which amount has been agreed by the Union member to be deducted by the County from the Union member=s salary and wages and paid by the County directly to the Union. Such deductions shall not include initiation fees, special assessments, or other charges which may be imposed from time to time by the Union.

**2.35 Mutual aid agreement** means a written agreement between two or more entities whereby the signing parties agree to lend aid to one another under conditions specified in the agreement and as sanctioned by the County.

**2.36 Paramedic** means a person who is certified by the Florida Department of

**DRAFT – 12/08/05 – 12:36 p.m.**

Health to perform basic and advanced life support.

**2.37 Pay Period** means a two-week period commencing at 12:01 A.M. Sunday through 12:00 Midnight Saturday.

**2.38 PERC** means the Florida Public Employees Relations Commission.

**2.39 Picketing** means attendance by one or more Union members outside of a County facility or worksite during, and in support of, (1) a strike, work stoppage or work slowdown, or (2) in connection with a concerted failure or refusal to perform work lawfully assigned to Union members, when such attendance is designed, intended, or has the effect of harassing, coercing, or intimidating any County employee to refuse to perform lawfully assigned duties or to take a course of action in violation of this Agreement or any federal, state, or local law.

**2.40 Pumper**, also referred to as Engine, means a piece of fire apparatus with a permanently mounted fire pump that has a rated discharge capacity of 750 gpm (2850 L/min) or greater, water tank, and hose body as defined in National Fire Protection Association Standard 1901.

**2.41 Rescue Apparatus or Rescue Vehicle** means any vehicle whose primary function is to carry equipment and manpower designed to facilitate the rescue of trapped or endangered persons from unusual circumstances, including automobile accidents, cave-ins, fires, building collapses, and other serious bodily injury or life-threatening situations.

**2.42 Shift** means a period commencing at 8:00 A.M. and ending twenty-four hours later at 8:00 A.M.

**2.43 Strike** shall have the same definition as that contained in Section 447.203, Florida Statutes.

**2.44 Supplemental Compensation** means the compensation to be paid to firefighters pursuant to the provisions of Section 633.382, Florida Statutes.

**2.45 Temporarily**, for purposes of Section 1.2.5, means a period of time not to exceed nine months, unless otherwise agreed to in writing by the County and the Union.

**2.46 Vacancy** means an open position resulting from the creation of a new

**DRAFT – 12/08/05 – 12:36 p.m.**

position, voluntary or involuntary termination, retirement, death, promotion, or demotion. A vacancy is not created as a result of a reduction in force, temporary assignment or transfer, or temporary appointment.

**2.47 Volunteer** means a person who, of his or her own free will, provides goods or services to Monroe County government without receiving monetary or material compensation from Monroe County. The recruitment and use of volunteers will be generally pursuant to the provisions of Sections 125.9501 through 125.9506, Florida Statutes.

**2.48 Week** means a consecutive period of seven days, the first day of which commences on Sunday at 12:01 A.M. and the last day of which ends on the following Saturday at 12:00 Midnight.

**2.49 Workdays** means Monday through Friday, excluding holidays, except where otherwise specifically defined in this Agreement.

**2.50 Work Cycle** means the 27-day period used for purposes of calculating and crediting or paying overtime in accordance with the general principles of the Fair Labor Standards Act.

**2.51 Workweek** means, for salary purposes, seven consecutive days, commencing on Sunday at 12:01 A.M. and ending the following Saturday at 12:00 Midnight.

### **ARTICLE 3: UNION RIGHTS AND RESPONSIBILITIES**

**3.1 Dues and Uniform Assessments.** Section 447.303, Florida Statutes, gives the right to the Union to have its dues and uniform assessments deducted and collected by the County from the salaries of those employees who authorize the deduction of said dues and assessments. There are no uniform assessments covered under this contract.

**3.1.1 Dues and Assessment Deductions.** The County agrees to deduct from the each unit member=s bi-weekly salary the dues and uniform assessments for which (1) the amounts have been certified in writing to be current and correct by the Treasurer of the Union and (2) which amounts have



**DRAFT – 12/08/05 – 12:36 p.m.**

been specifically authorized in writing by the unit member to be deducted. Deductions shall be taken from the the bi-weekly salary of the member which is two pay periods after receipt of the deduction authorization, and shall be deducted from each pay period thereafter.

1        **3.1.2 Discontinuance of Deduction.** The unit member may elect to  
2        revoke his or her authorization to deduct union dues and assessments from his  
3        or her salary. The County shall cease to make such deductions during the pay  
4        period which is thirty (30) days immediately after receipt of the revocation in  
5        writing from the unit member. The County shall continue the deductions only  
6        so long as the employee has enough net salary after all other deductions to  
7        cover such deductions, and the County shall not be held responsible for a  
8        refund to the employee if the employee has duplicated a deduction by direct  
9        payment to the Union. The County shall have no liability to the employee or  
10       the Union for the dues and uniform assessments deducted from the employee=s  
11       salary.

12       **3.1.3 County Not Involved in Collection of Fines, Penalties, or**  
13       **Special Assessments.** The County, as a public employer, is expressly  
14       prohibited by Section 447.303, Florida Statutes, from being involved in the  
15       collection of any fine, penalty or special assessment charged against a unit  
16       member.

17       **3.1.4 Remittance To Union.** The County shall remit to the Union by  
18       County check or warrant the total amount of union dues and uniform  
19       assessments deducted by the County from the unit members= salaries. Such  
20       remittance shall be forwarded to the Union at the same time as employee  
21       salary checks or warrants are sent to County employees. In lieu of receiving a  
22       check, the Union can elect to have the County make a direct deposit in a Union-  
23       specified institutional account within the geographical limits of Monroe County  
24       and with an institution with which the County has a current direct deposit  
25       agreement.

26       **3.1.5 County's Costs.** The Union and County agree that the County  
27       shall receive an annual fee of fifty dollars (\$50) on October 1<sup>st</sup> of each year of

DRAFT – 12/08/05 – 12:36 p.m.

1 this contract as the County's reasonable costs for handling the deductions  
2 made from unit members' salaries.

3 **3.1.6 Current Unit Member Roster.** The Union shall have the  
4 responsibility for keeping the County informed on a timely basis of those  
5 employees of the County who are unit members and from whose salaries  
6 deductions are to be made.

7 **3.1.7 Union to Indemnify and Hold County Harmless.** The Union  
8 agrees to indemnify and hold the County harmless against any and all claims,  
9 suits or other forms of liability arising out of the deduction from an employee=s  
10 salary any Union dues or uniform assessments. The Union assumes full  
11 responsibility for the disposition of the deduction once it has been remitted by  
12 the County and received by the Union.

**3.1.8 Religious Exemptions.** If an employee objects to deductions on  
bona fide religious tenets or teachings of a church or religious body of which  
such employee is a member, the employee may inform the County and the  
Union of the objection. The employee and the Union will establish a satisfactory  
arrangement for distribution of an amount of money equivalent to the dues and  
uniform assessments to a non-religious charity by the employee.

## **3.2 Rights of Members and Non-Members.**

**3.2.1 No County Discrimination.** The Union and County agree that  
any employee is free to join and assist the Union without fear of retaliation of  
any kind. No County officer, employee, representative, or agent shall interfere  
with, restrain, coerce or intimidate an employee in the exercise of the  
employee=s right to join or refrain from joining the Union. No County officer or  
supervisor shall discriminate against any employee with regard to employment,  
or the terms and conditions of employment (including but not limited to  
promotions) because the employee has formed, joined, or chosen to be  
represented by the Union or because the employee has given testimony or  
taken part in any grievance procedure or other hearing, negotiation or any  
other form of legal activity on behalf of the Union.

**3.2.2 No Union Interference.** The Union and County agree that all

**DRAFT – 12/08/05 – 12:36 p.m.**

employees shall have the same right to refrain from membership in the Union. The Union agrees that it will not interfere with, coerce, or intimidate any employee into joining the Union and that every employee has the right to choose of his or her own free will whether he or she will or will not join the Union. The Union further agrees that there will be no interference with the free right of any employee or member of the public to enter and leave work sites and property of the County unmolested, unthreatened, and unintimidated.

**3.2.3 Claims of Discrimination or Interference.** Any claim of discrimination or interference in violation of Section 3.2.1 or 3.2.2 shall be asserted exclusively through the Florida Public Employees Relations Commission, and through the grievance-arbitration procedures of this Agreement.

### **3.3 Union Business.**

**3.3.1 Union Business Meetings.** Employees elected or appointed to represent the Union shall be allowed to use County facilities to conduct regular and special business meetings of the Union. The use of such facilities shall be coordinated with, and approved by, the County Fire Chief. Such meetings shall be scheduled at times and locations which will not unduly interfere with the County=s fire/rescue operations or result in a violation of the minimum staffing requirements of any fire/rescue facility. Attendance at the meetings by the Union representatives who are on duty shall be at no loss of pay for the Union representative during the actual time of attendance and for travel time to and from the meeting. The time spent by all on-duty Union members traveling to, from, and attending Union business meetings shall be deducted from the Union pool hours provided for in Section 3.5.

**3.3.2 Union Representative for Grievance.** Any unit member desiring to file a grievance pursuant to this Agreement, shall have the right to meet with one (1) Union representative to discuss the member=s potential grievance. The County agrees to permit the member and the Union representative to meet briefly during work hours concerning a potential grievance, provided the member and Union representative have the permission

**DRAFT – 12/08/05 – 12:36 p.m.**

of each=s immediate supervisor, and further provided that the meeting does not disrupt or interfere with current fire/rescue operations or result in less than minimum staffing. The Union agrees that this privilege shall not be utilized to prepare formal grievances during work hours but is to be used to simply and briefly consult with the member and/or a supervisor in order to avoid the necessity of processing a formal grievance or to consult with the member to set an appointment for after working hours to prepare a legitimate grievance.

### **3.3.3 National and State Association Meetings.**

**3.3.3.1 National Meetings.** The County agrees that members of the bargaining unit shall be allowed to attend one nationally recognized professional association related to the fire/rescue services professions during the County=s fiscal year. The time spent by a unit member away from the member=s regularly scheduled duties while traveling to, from, and attending such meetings shall be deducted from the Union pool hours provided for in Section 3.5.

**3.3.3.2 State Meetings.** The County agrees that members of the bargaining unit shall be allowed to attend one Florida state recognized professional association related to the fire/rescue services professions during the County=s fiscal year. The representatives shall be entitled to reimbursement for travel, meals, and lodging in accordance with County policies and procedures. The time spent by a unit member away from the member=s regularly scheduled duties while traveling to, from, and attending such meetings shall be deducted from the Union pool hours provided for in Section 3.5.

**3.4 Collective Bargaining Leave For Union Negotiating Team.** The County and Union agree that the Union Negotiating Team shall consist of three (3) members (Aregular negotiating team@), selected by the Union. The Union may designate up to three (3) additional members (Aadditional negotiating team@) to provide representation during negotiations, but such additional members representation at, and involvement in negotiations, shall not be at the expense of the County. The time spent by a regular negotiating team unit

member away from the member=s regularly scheduled duties while traveling to, from, and attending such negotiations shall be deducted from the Union pool hours provided for in Section 3.5.

### **3.5 Union Pool Hours.**

**3.5.1 Allocation of Hours.** In each fiscal year covered by this Agreement, the County shall allocate a number of hours to be used by unit members to attend national and state association meetings, collective bargaining sessions, and other Union-related activities. A total of two hundred forty (240) hours is allocated by the County for use during the first fiscal year of this Agreement; a total of three hundred twenty (320) hours is allocated by the County for use during the second fiscal year of this Agreement; and a total of four hundred eighty (480) hours is allocated by the County for use during the third fiscal year of this Agreement.

**3.5.2 Use and Forfeiture of Hours.** Only actual hours approved by the County Fire Chief for use prior to September 30<sup>th</sup> of a fiscal year shall be counted against the allocated hours for that fiscal year. Hours not approved and used shall be forfeited and not carried forward for use in any subsequent fiscal year.

**3.5.3 Request For Use of Union Pool Hours.** Request for use of Union pool hours shall be submitted in writing on a form to be provided by the County. The unit member requesting to use Union pool hours shall obtain written approval from the Union president, vice-president, or secretary prior to submitting the request to the County Fire Chief. Such approval shall be indicated on the request form. One form shall be submitted for each Union member for each pay period in which Union pool hours are to be used.

**3.5.4 Submitting Requests.** Request forms shall be submitted to the County Fire Chief so as to be received by the County Fire Chief at least seventy-two (72) hours prior to the date and time the Union member is requesting to be relieved from operational duties in order to use Union pool hours. Request forms which are not complete when submitted to the County Fire Chief shall be returned to the Union member without further review or action by the County

**3.5.5 Responsibility of County Fire Chief.** The County Fire Chief shall be responsible for tracking and monitoring availability and use of Union pool hours, and for final approval of Union member requests for use of Union Pool hours. Requests for use of Union pool hours which are disapproved by the County Fire Chief may be appealed by the Union member, and such appeal shall be considered and processed as a grievance under the applicable provisions of this Agreement.

**3.5 Names of Union Representatives.** The Union President shall provide to the County Fire Chief a written list of the names, duty locations, addresses, and telephone numbers of the Union officers and negotiating team members, both regular and supplemental, within fifteen (15) days of the effective date of this Agreement, and shall update the list in writing within fifteen (15) days of any change.

**3.6 Bulletin Boards.** The Union shall have the right to install and maintain at the Union=s cost a bulletin board at each County facility to which Union members are assigned to perform services. The size, composition, and location of the bulletin boards shall be mutually agreed to by the Union and the County. Posted materials shall be subject to review and approval by the County Fire Chief; shall contain on its face the legible name of the person responsible for placing the material on the bulletin board; shall not contain anything of a derogatory or adverse nature concerning the County or its employees or agents, or contain anything which is in violation of this Agreement; and all materials shall be dated and bear the signature of the Union president or his or her designated representative. Materials placed on a bulletin board in violation of this section shall subject the employee to disciplinary proceedings.

**3.7 Printing and Distribution of Agreement.** The County will, at no cost to the Union, print one copy of this Agreement for distribution to each facility at which employees covered by this Agreement are assigned for duty; one original copy to the Union; and one copy to each library facility in Monroe County.

**ARTICLE 4: DISCIPLINE AND DISCIPLINARY PROCEDURES.**

**4.1 Disciplinary Standard.** The County and Union agree that no employee who has attained career status with the County shall be discharged, demoted, or otherwise disciplined in a manner which would result in a loss of pay, except for just cause.

**4.2 Probationary Period.** All new and newly-promoted employees shall serve a probationary period. The probationary period shall be considered the last step in the selection or promotion process, and the purpose of the probationary period is to allow management to observe and appraise the conduct, performance, attitude, adaptability and job knowledge of the employee and to assist the County in determining the qualifications of the employee for the position to which the employee has been assigned or promoted.

**4.3 Duration of Probation.** The probationary period for new employees and newly-promoted employees shall be twelve (12) months. The probationary period may be extended (a) for unsatisfactory performance or (b) if the employee has been absent from his or her regularly assigned duties for a total of four hundred eighty (480) hours or more due to any cause except in-service training authorized by the County. Extended probationary periods shall be not less than three (3) months nor more than twelve (12) months. The determination of whether the probationary period for any employee should be extended shall be at the sole discretion of the County, and such determination shall not be grievable.

**4.4 Rejection of Probationary Employee.** Any employee who is in probationary status as a new employee may be dismissed from employment without cause or explanation, without right of appeal, and without recourse to the grievance procedures established by this Agreement. Any employee who is in probationary status as a newly-promoted employee may be demoted to the classification held immediately prior to the promotion, and such demotion shall be without cause or explanation, without right of appeal, without recourse to the grievance-arbitration procedures established by this Agreement, and

without recourse to Career Service Act procedures.

**4.5 Proposed Discipline and Pre-Determination Hearing.** Any proposed discipline of a non-probationary employee subject to this Agreement which would result in a suspension without pay, termination of employment, demotion, or a reduction in base salary, shall require a pre-determination hearing. The pre-determination hearing shall be held and conducted in accordance with the provisions of the Monroe County Policies And Procedures, Section 9.11, provided such procedures are consistent with the following provisions:

**4.5.1 Procedure.** Whenever a firefighter is subjected to an interrogation, such interrogation shall be conducted as follows.

**4.5.1.1 Location.** The interrogation shall take place at the facility where the investigating officer is assigned, or at the facility which has jurisdiction over the place where the incident under investigation allegedly occurred, as designated by the investigating officer.

**4.5.1.2 Written Notice.** No firefighter shall be subjected to interrogation without first receiving written notice of sufficient detail of the investigation in order to reasonably apprise the firefighter of the nature of the investigation. The firefighter shall be informed beforehand of the names of all complainants.

**4.5.1.3 Time.** All interrogations shall be conducted at a reasonable time of day, preferably when the firefighter is on duty, unless the importance of the interrogation or investigation is of such a nature that immediate action is required.

**4.5.1.4 Persons Present.** The firefighter under investigation shall be informed of the name, rank, and unit or command of the officer in charge of the investigation, the interrogators, and all persons present during any interrogation.

**4.5.1.5 Sessions.** Interrogation sessions shall be of reasonable duration and the firefighter shall be permitted reasonable periods for rest and personal necessities.



DRAFT – 12/08/05 – 12:36 p.m.

**4.5.1.6 Conduct.** The firefighter being interrogated shall not be subjected to offensive language or offered any incentive as an inducement to answer any questions.

**4.5.1.7 Record.** A complete record of any interrogation shall be made, and if a transcript of such interrogation is made, the firefighter under investigation shall be entitled to a copy without charge. Such record may be electronically recorded.

**4.5.1.8 Representation.** An employee or officer of the County may represent the County, and the Union may represent any member of the bargaining unit desiring such representation in any proceeding in which an interrogation is to take place. The presence of a representative of the Union during interrogations shall be permitted if the bargaining unit member to be interrogated so requests.

**4.5.2 Application.** The procedures in 4.5.1 shall be applicable only to a formal investigation of a bargaining unit member and shall not apply to an informal inquiry involving the member.

**4.6 Emergency Suspension or Transfer.** In a situation where the County Administrator or his or her designee reasonably determines that an emergency exists which could be harmful to the health, safety, or welfare of any person, and that an employee should be temporarily suspended from duty not to exceed a ninety (90) day term or transferred to another duty assignment pending scheduling a pre-determination hearing, the County Administrator or his or her designee shall immediately notify the Union president and the employee of such determination, and shall immediately document that determination in writing to the employee and provide the Union president with a copy.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

**5.1 Purpose.** Grievance procedures are provided to (a) promote improved employer-employee relations by establishing procedures for resolution of issues for which appeal or hearing is not provided for elsewhere in this Agreement; (b)

**DRAFT – 12/08/05 – 12:36 p.m.**

afford employees, individually or through the Union, a systematic means of obtaining further considerations of problems after every other reasonable effort to resolve them through discussion has failed; (c) provide for settlement of issues as near as possible to the point of origin; and (d) to provide that issues shall be heard and settled as informally as possible. Any complaint, grievance or dispute arising under and during the term of this Agreement involving questions of the interpretation or application of any provision of this Agreement shall be processed through the grievance-arbitration procedure of this Agreement, except that claims of unlawful discrimination or retaliation shall not be processed through this grievance-arbitration procedure. In addition, the Union, on behalf of bargaining unit members, expressly waives the right of any bargaining unit member to utilize the procedures of the Career Service Council Act concerning any matter covered by this Agreement, including but not limited to claims of improper disciplinary actions and adverse actions such as transfers, demotions, suspensions or terminations. Bargaining unit members must submit any such disputes to the grievance-arbitration procedure herein, with the exception of claims of unlawful discrimination or unlawful retaliation, which must be submitted through procedures established by laws prohibiting discrimination or retaliation in employment.

**5.2 Exclusive Proceeding.** A grievant initiating and utilizing the procedures set forth in this Article is precluded by law from availing himself or herself of any procedures or remedies provided through any unfair labor procedure or the County=s career service law.

**5.3 Initiation of Grievance.** All grievances initiated under this Agreement shall be in writing and shall, as a minimum, contain (i) a statement, as complete as possible under the circumstances, of the grievance and the facts upon which it is based, including the dates, times, locations, names of witnesses, and other information appropriate to the grievance; (ii) the section or sections of this Agreement claimed by the grievant to have been violated; and (iii) the remedy or corrective action requested by the grievant. If a grievance form has been adopted by the County, that form shall be utilized in

initiating and submitting a grievance.

**5.4 Grievance Steps.** The County and Union agree that all grievances should be dealt with promptly and efficiently, and every reasonable effort must be made to settle a grievance as close to the source as possible.

**5.4.1 Step One.** Within fifteen (15) calendar days of the incident being grieved, the Union or the affected employee may, in the presence of a Union representative, submit a grievance in writing through the Union to the employee=s immediate supervisor.

**5.4.1.1 Immediate Supervisor.** The original copy of the completed form shall be delivered to the employee=s immediate supervisor, and a copy shall be delivered to the Union representative. The immediate supervisor shall attempt to resolve the grievance at that time by attempting to fully discuss the matter with the employee in a fair and equitable manner and in accordance with the established policy of the County. The immediate supervisor=s decision shall be rendered in writing within seven (7) work days of receipt of the grievance.

**5.4.1.2 Agreed Resolution.** If the employee agrees with the decision of the immediate supervisor, he or she or the Union shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employees employment records. No further action on the part of the County shall be required.

**5.4.1.3 No Resolution.** If the employee does not agree with the decision of the immediate supervisor, he or she or the Union shall sign the original Grievance Form acknowledging his or her disagreement and immediately notify the Union in writing. The original, signed form shall be submitted by the employee to the Fire Chief within seven (7) work days of the decision of the immediate supervisor.

**5.4.2 Step Two.** The Fire Chief or authorized agent shall make such inquiry concerning the grievance as he or she shall deem appropriate, and shall render a written decision within seven (7) work days of receipt of the

**5.4.2.1 Agreed Resolution.** If the employee agrees with the decision of the Fire Chief or Fire Chief=s authorized agent, he or she shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employees employment records. No further action on the part of the County shall be required.

**5.4.2.2 No Resolution.** If the employee does not agree with the decision of the Fire Chief or the authorized agent, he or she shall sign the original Grievance Form acknowledging his or her disagreement, and immediately notify the Union in writing. The original, signed form shall be submitted by the employee to the County Administrator within seven (7) work days of the decision by the Fire Chief or authorized agent.

**5.4.3 Step Three.** The County Administrator or his or her authorized agent shall make such inquiry concerning the grievance as he or she shall deem appropriate, and shall render a written decision within ten (10) work days of receipt of the Fire Chief=s, or Fire Chief=s authorized agent=s, decision.

**5.4.3.1 Agreed Resolution.** If the employee agrees with the decision of the County Administrator, he or she shall sign the Grievance Form acknowledging his or her agreement, and the original, signed form shall be submitted to the Human Resources Director for placement with the employees employment records. No further action on the part of the County shall be required.

**5.4.3.2 No Resolution.** If the employee does not agree with the decision of the County Administrator or his or her authorized agent, the employee shall sign the original Grievance Form acknowledging his or her disagreement, and the original, signed form shall be submitted by the employee to the Human Resources Director within seven (7) work days from the date of the decision by the County Administrator or his or her authorized agent. The employee shall also submit a copy of the Grievance form to the Union, and the Union may initiate proceedings with the Federal Mediation and Conciliation

Services (FMCS) as provided for in Section 5.11 of this Article.

**5.5 Immediate Dispute Resolution.** If a dispute involves the interpretation or application of this Agreement that has an imminent, substantial effect on the Union itself or upon five (5) or more Union members, either the County or the Union may request waiver of Step 1 and Step 2 in the grievance procedure, whereupon both the County and Union will proceed to immediate discussions at Step 3. Such discussions shall commence within twenty-four (24) hours, during a work week, after notification to the other party and shall continue for not more than seven (7) work days. If the dispute is not resolved during this time frame, the Union may initiate proceedings with the Federal Mediation and Conciliation Services (FMCS) as provided in Section 5.11 of this Article.

**5.6 Extension of Time.** At any stage during the grievance process, the County and the Union may mutually agree to extend the time limits specified in the grievance procedure. In computing time limits under this Article, Saturdays, Sundays, and Holidays shall not be counted. For purposes of this Article, the Term "working days" or a work day<sup>a</sup> is defined as Monday through Friday, and each day thereof.

**5.7 Timeliness.** Unless otherwise mutually agreed to in writing by the County and the Union, a grievance not advanced to the next step in the grievance procedure shall be deemed to have been permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure of the County's representative to answer within the time limit set forth in any step of the procedure, unless an extension of time has been mutually agreed to in writing by the Union and the County, will entitle the grievant to proceed to the next step.

**5.8 Consolidation of Grievances.** Either the County or the Union may consolidate at any step grievances on similar issues or disputes.

**5.9 Employee's Representative.** The County and Union agree that nothing in this Agreement shall be construed to prevent any public employee from presenting, at any time, his or her own grievance in person to the County and having such grievance resolved without the intervention of the Union, provided

**DRAFT – 12/08/05 – 12:36 p.m.**

that the resolution is not inconsistent with the provisions of this Agreement. The Union will be given reasonable opportunity to have a representative present, for observation purposes only, at any meeting called for the resolution of the grievance. No grievant shall have the right to initiate proceedings with the Federal Mediation and Conciliation Services, as this right is reserved exclusively to the Union.

**5.10 Grievance Not To Be Heard Outside Of Procedures.** The Union and County agree that no County Commissioner nor the County Administrator shall be approached, contacted, notified either verbally or in writing, or otherwise apprised of the pendency of a grievance by the grievant, Union officer, Union member, or employee covered by the Union as bargaining agent, when the purpose is to have the County Commissioner or the County Administrator intervene in the grievance proceeding at any level. Upon due proof of a violation of this provision, the individual or individuals determined to have committed the violation shall be disciplined. Nothing in this Section 5.10 shall be interpreted, applied, or deemed to be applied in such a way as to interfere with, limit, or otherwise abridge any employee=s right to freedom of speech as such right is defined or interpreted by the federal or Florida constitution or federal or state law.

**5.11 Federal Mediation And Conciliation Service Arbitration (FMCS).**

**5.11.1 Intent To Proceed.** The determination to proceed under this Section shall be only by the Union or the County. Within seven (7) working days after the decision by the County Administrator or his designee as provided for in Section 5.4.3.2, or pursuant to Section 5.5, either the County or the Union shall announce its intention to proceed to arbitration by providing the other party with a copy of the FMCS Form requesting appointment of arbitrators.

**5.11.2 Selection of Arbitrator.** Selection of an arbitrator will take place according to the rules and procedures of the Federal Mediation and Conciliation Service. As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing between the parties and

**DRAFT – 12/08/05 – 12:36 p.m.**

consider the subject matter of the grievance. The arbitrator will be requested to serve his decision upon the County and the Union within 30 days of the close of the hearing.

**5.11.3 Payment of Expenses.** The expenses of the arbitrator shall be paid by the party losing the award. If a grievance presents more than one (1) issue, or if the arbitrator splits an award between the parties, the arbitrator in the award shall decide the division of the arbitrator's fee.

**5.11.4 Party=s Costs.** Each party shall be exclusively responsible for compensating its own representative(s) and witnesses. If a court reporter or verbatim record of the proceeding is desired, and the County and the Union do not otherwise agree in writing, the expenses of the reporter and the cost of the transcript shall be paid by the party requesting such reporter or transcript.

**5.11.5 Limitation on Arbitrator.** The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement, and the arbitrator shall not have the power to add to, subtract from, modify, or alter the express terms of this Agreement. The decision of the arbitrator is final and binding on both parties. No decision of any arbitrator or of the county in one instance shall create a basis for retroactive adjustments with reference to any prior occurrences not a part of the grievance, unless otherwise agreed by both parties.

**5.11.6 Limitation on Back Wages.** All awards for back wages shall be limited to the amount of wages, benefits and seniority that the grievant otherwise would have earned from the County, less any unemployment compensation and other sums received either directly or indirectly through the County during the period for which back pay was awarded.

## **ARTICLE 6: SENIORITY, LAYOFFS, RECALL.**

**6.1 Seniority Application.** Classification seniority shall be used for determining station assignments, as appropriate and consistent with the County=s management rights. Department seniority shall be used for resolving

**DRAFT – 12/08/05 – 12:36 p.m.**

all other issues concerning seniority, as appropriate and consistent with the County=s management rights.

**6.2 Seniority Determination.** Classification seniority for employees within the same classification or rank shall be based upon the individual employee=s last date of permanent hire. Department seniority for employees having the same date of permanent hire shall be based upon the longer time in classification, e.g. when two or more employees have the same last date of permanent hire, their relative seniority shall be determined first by their time in the highest attained classification or rank, and if this factor is equal for the employees involved, then their relative seniority shall be determined by lot.

**6.3 Loss of Seniority.** An employee shall lose his or her status as an employee and his or her classification seniority, rank, and department seniority if:

**6.3.1 Resigns or Quits.** The employee resigns or quits.

**6.3.2 Discharged.** The employee is discharged for just cause.

**6.3.3 Retirement.** The employee retires and ceases to perform any services for the County. Enrolling into the Florida Deferred Retirement Option Plan (DROP) shall not be considered a retirement.

**6.3.4 Lay Off.** The employee has been laid off for a period of time equal to his or her department seniority at the time of the employee=s layoff, or one (1) year, whichever is the lesser period of time.

**6.3.5 Absence.** Delete

## **6.4 Layoffs.**

**6.4.1 Order of Layoffs.** At such time or times as the County may determine it is necessary to reduce the work force of the employees represented by the Union, the layoff of employees shall occur in the following order and in accordance with department seniority:

**6.4.1.1 First Level.** Temporary, part-time, trainee, and seasonal employees shall be the first level of staffing to be laid off.

**6.4.1.2 Second Level.** Probationary hires and non-permanent full-time employees shall be the second level of staffing to be laid off.



**6.4.1.3 Third Level.** Full-time permanent employees shall be the third level of staffing to be laid off.

**6.4.2 Permanent Employee Layoffs.**

**6.4.2.1 Basis.** Permanent employees shall be laid off on the basis of their seniority classification within the classification or rank.

**6.4.2.2 Management Right.** Classifications or ranks to be reduced in number of employees through layoffs shall be determined by the County in the exercise of its management rights.

**6.4.3 Bumping Rights.**

**6.4.3.1 Within Department.** Employees who are represented by the Union and who are properly laid off shall not have bumping rights to any other department or division of the County.

**6.4.3.2 Union Positions Exclusive.** Employees who are laid off from any other department or division of the County shall not have bumping rights to any position represented by the Union.

**6.4.3.3 Ranking Order.** For purposes of bumping rights within class title of employees covered by this Agreement the last employee hired is the first employee out.

**6.4.3.4 Bumping Down.** When an employee above the rank or classification of Airport Rescue Firefighter is notified he or she is to be laid off, he or she shall have the right to bump down to the next lower rank. If the employee elects to bump down, the least senior employee in seniority classification in the next lowest rank shall either be laid off or have the right to bump down, and this procedure shall be followed on down until the least senior employee in seniority classification has been reached, and this person shall be laid off.

**6.4.4 Notice of Layoffs.** Upon the determination of the intent to reorganize staffing levels resulting in one or more employee layoffs, the County Administrator shall advise the Union president of the determination in writing as soon as practical. Any employee identified to be laid off shall be notified in writing of the reason or reasons for the layoff and the effective date of the

**DRAFT – 12/08/05 – 12:36 p.m.**

layoff. Such written notice shall be given to the employee at least sixty (60) days prior to the effective date of the layoff. The notice shall be considered delivered as of the day it is hand-delivered to the employee or as of the day it is placed in the United States Mail, postage prepaid, and addressed to the employee=s address as shown current in the employee=s personnel file.

**6.4.5 Recall.** The County shall establish a two (2) year rehire list when any layoff occurs. Such list shall contain the name and classification or rank of the employees who were laid off, with the names listed in order of seniority within the classification or rank. No person who is not on the rehire list may be hired until the rehire list is exhausted.

**6.4.6 Rehire.** When rehire occurs, the County shall refill the job within each classification or rank with the qualified individual who is next on the recall seniority list. Should no qualified individual on the rehire list accept the rehire offer, the County shall be free to hire any qualified individual in accordance with County hiring policies. Rehire notices shall be sent by certified mail, return receipt request, to the listed employee, allowing seven (7) calendar days after receipt for acceptance or rejection of the rehire offer.

**6.4.7 Rehire Qualifications.** Any person laid off and subsequently rehired within six months of the date of layoff shall be considered to be qualified for the classification or rank to which rehired, provided any certification for the position required by the State of Florida is in full force and effect. Individuals who are rehired after six months of layoff shall be required to successfully pass a position-related medical examination and show compliance with all State of Florida certification requirements.

## **ARTICLE 7: CERTIFICATION, STANDARDS, AND TRAINING**

**7.1 Firefighters.** The County=s goal is to employ individuals to perform firefighting duties who possess a current, valid minimum standards certificate of compliance issued to that individual in accordance with the provisions of Section 633.34 and Section 633.35, Florida Statutes, and applicable provisions of the

**7.1.1 Firefighter Trainees.** The County may, on a case by case basis, temporarily employ an individual to perform firefighting duties who does not possess the minimum standards certificate of compliance. Such individual shall be classified as a trainee, and shall be paid a base salary equal to ninety percent (90%) of the base salary of an entry-level firefighter/EMT.

**7.1.2 Temporary Employment.** A trainee shall be temporarily employed for a period not to exceed one year. During temporary employment, the County may, but is not obligated to, provide the opportunity for the trainee to attend a minimum standards firefighting academy at the County's expense. Upon obtaining the minimum standards certificate of compliance, the trainee shall become a regular employee, shall be paid at the base salary rate of an entry-level Firefighter/EMT, and shall begin the probationary period of employment.

**7.1.3 Termination of Employment.** The employment of a trainee who fails to receive the minimum standards certificate of compliance shall not be continued beyond the one-year period.

**7.1.4 Repayment Agreement.** Individuals for whom the County provides the opportunity to attend a minimum standards firefighting academy at the County's expense shall be required to enter into a repayment agreement. The terms and conditions of the repayment agreement shall be substantially in the form attached to this Agreement as **EXHIBIT B**.

**7.1.5 Continuing Certification Training.** The County shall provide those training opportunities, both on-duty and off-duty, that are sufficient to maintain those firefighting and EMS skills certification as minimally required by the State of Florida and Monroe County.

**7.2 Emergency Medical Technician (EMT) Certification.** Individuals employed by Monroe County on a temporary or regular basis to perform firefighting duties shall possess certification by the State of Florida as an Emergency Medical Technician pursuant to the provisions of Chapter 401,

DRAFT – 12/08/05 – 12:36 p.m.

Florida Statutes, and applicable Florida Administrative Code rules. The County shall provide those training hours, both on-duty and off-duty, that are sufficient to maintain EMT skills certification as minimally required by the State of Florida and Monroe County.

**7.3 Paramedics.** The County=s ultimate goal is to provide professional fire rescue services through the employment of firefighters who are also certified by the State of Florida as a paramedic pursuant to the provisions of Chapter 401, Florida Statutes, and applicable Florida Administrative Code rules.

**7.3.1 Paramedic Trainees.** The County may, on a case by case basis, temporarily employ an individual to perform firefighting duties who does not possess certification as a Paramedic. Such individual shall be classified as a trainee, and shall be paid a base salary equal to ninety percent (90%) of the base salary of an entry-level Firefighter/Paramedic.

**7.3.2 Temporary Employment.** A trainee shall be temporarily employed for a period not to exceed one year. During temporary employment, the County may, but is not obligated to, provide the opportunity for the trainee to attend Paramedic training at the County=s expense. Upon obtaining certification as a Paramedic, the trainee shall become a regular employee, shall be paid at the base salary rate of an entry-level Firefighter/Paramedic, and shall begin the probationary period of employment.

**7.3.3 Termination of Employment.** The employment of a trainee who fails to receive certification as a Paramedic shall not be continued beyond the one-year period.

**7.3.4 Repayment Agreement.** Individuals for whom the County provides the opportunity obtain certification as a Paramedic at the County=s expense shall be required to enter into a repayment agreement. The terms and conditions of the repayment agreement shall be substantially in the form attached to this Agreement as **EXHIBIT B**.

**7.3.5 Continuing Certification Training.** The County shall provide those training hours, both on-duty and off-duty, that are sufficient to maintain those paramedic and firefighting skills as minimally required by the State of

#### **7.4 Initial Paramedic Certification For Firefighter/EMT Employees.**

**7.4.1 Eligibility.** At the discretion of the County, non-probationary regular Unit members may be provided the opportunity to become certified under Florida law as a paramedic.

**7.4.2 Scheduling and Approval.** The Unit member, the Union, and the County Fire Chief shall jointly discuss and agree in writing concerning the timing, conditions of attendance, and location of training to achieve Paramedic certification. One condition shall include a Repayment Agreement in substantially the form contained in **Exhibit B**. The certification training shall be at the expense of the County.

### **ARTICLE 8: SALARIES AND SUPPLEMENTS**

**8.1 Base Salary.** Base salaries and step increases for positions covered by this Agreement are attached hereto as **EXHIBIT C**, and made a part of this Agreement by reference. ~~Bargaining Unit members employed on September 30<sup>th</sup> of each year will receive a three percent (3%) Cost of Living Adjustment effective ,~~ On October 1 of each year of this contract, each step in the pay plan for the bargaining unit shall receive a three percent (3%) cost of living adjustment. Step increases are effective on bargaining unit member's anniversary date.

**8.2 State Mandated Educational Supplement.** In accordance with the provisions of Section 633.382, Florida Statutes, and in accordance with the provisions of Rules 69A-37.082 through 69A-37.089, Florida Administrative Code, the County shall be responsible for, and shall pay, to eligible employees the following amounts:

**8.2.1 Associate Degree.** For employees holding an associate degree, the sum of \$50.00 per month, not to exceed a total of \$600.00 per calendar year.

**8.2.2 Bachelor Degree.** For employees holding a bachelor=s

DRAFT – 12/08/05 – 12:36 p.m.

degree, the sum of \$110.00 per month, not to exceed a total of \$1,320.00 per year.

**8.2.3 Dual Degrees.** If an employee holds both an associate degree and a bachelor=s degree, the employee shall receive only the supplement for the bachelor=s degree.

**8.3 Eligibility For State Mandated Educational Supplement.** Eligibility for the state mandated supplement shall be determined in accordance Section 633.382, Florida Statutes, and in accordance with the provisions of Rules 69A-37.082 through 69A-37.089, Florida Administrative Code.

**8.4 Base Salary.** Bargaining Group Members base salary should be compensated in a level method. Base salary should be divided by the annual number of pay periods (26 currently). Overtime and other special pay will be paid in accordance with County payroll procedures.

**8.5 Hold-Over Time, Call Back Time, and Early Reporting Time Salary Supplements.**

**8.5.1 Hold Over Time.** AHold Over Time@ shall mean the work time when an employee is required to work beyond the end of his or her regularly scheduled work shift.

**8.5.2 Call Back Time.** ACall Back Time@ shall mean the time when, after an employee has completed his or her normal shift and has departed the work site without any expectation of returning to work before his or her next regularly scheduled shift, the employee has been contacted to report for work and does in fact report for work. Call Back Time shall commence when the employee reports to the work site and shall end when the employee completes the work and departs from the work site. Call Back Time shall consist of a minimum of four hours of work.

**8.5.3 Early Reporting Time.** AEarly Reporting Time@ shall mean the time an employee is required to report to work, for a regularly scheduled work shift, at a time earlier than the normal starting time for the regularly scheduled work shift.

**8.5.4 Compensation.** Compensation for Hold Over Time, Call Back Time, and Early Reporting Time shall be paid at the regular and overtime rates in accordance with the calculation of the hours worked by the employee during the regular work cycle.

**8.6 Overtime Pay.** Overtime Pay shall be calculated at the rate of one and one-half times the regular hourly rate of pay. Overtime Pay shall be paid for each hour worked in excess of two hundred four (204) hours during the work cycle.

**8.7 Flight Pay.**

**8.7.1 Qualification Rate.** Paramedics or Firefighter/Paramedics who are designated as flight-qualified shall be entitled to a salary supplement equal to five percent (5%) of his or her normal rate of pay during the time he or she is designated as flight-qualified. Bargaining unit members who met this qualification for any period of time between October 1, 2004 and the effective date of this contract shall be paid retroactively for those hours for which they met the qualification.

**8.7.2 Assignment Rate.** Flight qualified Paramedics or Firefighter/Paramedics assigned to a work location where he or she is designated to be a flight-medical, and who are is further assigned to an air ambulance which has an imminent is subject to immediate dispatch on a medivac mission, shall be entitled to a salary supplement equal to seven percent (7%) of his or her normal rate of pay. This is in addition to the qualification rate in 8.7.1. Bargaining unit members who met this qualification for any period of time between October 1, 2004 and the effective date of this contract shall be paid retroactively for those hours for which they met the qualification.

**8.7.3 Designation and Training.** It is the right of the County from time to time to determine the number of positions to be designated flight-qualified, to determine the assignment locations of Paramedics or Firefighter/Paramedics who are flight-qualified, and to determine

manning staffing requirements for air ambulance missions. It is the responsibility of the individual Paramedic or Firefighter/Paramedic to complete all training hours required to maintain the designation as flight-qualified. In the event that such training hours cannot be completed during assigned duty shifts, the individual shall be responsible for completing the necessary training hours on his or her own time and at no cost to the County.

## **ARTICLE 9: EMPLOYMENT BENEFITS**

**9.1. Applicability.** The benefits listed in this Article and elsewhere in this Agreement apply only to full-time personnel unless expressly stated otherwise.

### **9.2. Annual (Vacation) Leave.**

**9.2.1** Employees whose normal duty assignments involve shift work usually consisting of 24 hours on-duty followed by 48 hours off-duty (as may be referred to as a 24/48 schedule) shall earn annual leave while employed full-time by the County.

**9.2.2** An employee shall commence earning annual leave beginning with the first day of work following employment or re-employment, provided an entire pay period is worked.

**9.2.3** An employee who has had a break in employment of 60 hours or more shall earn annual leave, upon reinstatement or re-employment, at the rate established for newly-hired employees.

**9.2.4** An employee shall earn annual leave in accordance with the following schedule:

**9.2.4.1** During the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> years of employment, annual leave shall be earned at the rate of five (5) hours per pay-period, with the total number of hours earned not to exceed one hundred thirty (130) hours in a



**9.2.4.2** During the 4<sup>th</sup> through 10<sup>th</sup> years of employment, annual leave shall be earned at the rate of six and one-quarter (6.25) hours per pay-period, with the total number of hours earned not to exceed one hundred sixty-two and one-half (162.5) hours in a calendar year.

**9.2.4.3** During the 11<sup>th</sup> through 15<sup>th</sup> years of employment, annual leave shall be earned at the rate of seven and one-half (7.5) hours per pay-period, with the total number of hours earned not to exceed one hundred ninety-five (195) hours in a calendar year.

**9.2.4.4** During the 16<sup>th</sup> year of employment and for each year thereafter, annual leave shall be earned at the rate of eight and three-quarters (8.75) hours per pay-period, with the total number of hours earned not to exceed two hundred twenty-seven and one-half (227.5) hours in a calendar year.

**9.2.5** The application, administration and interpretation of annual leave benefits shall be in accordance with the applicable provisions of Monroe County Administrative Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Administrative Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

**9.3. Sick Leave.**

**9.3.1** Employees whose normal duty assignments involve shift work usually consisting of 24 hours on-duty followed by 48 hours off-duty (as may be referred to as a A24/48 schedule@) shall earn sick leave while employed full-time by the County.

**9.3.2** An employee shall commence earning sick leave beginning with the second pay period following employment or re-employment.

**9.3.3** An employee who has had a break in employment of sixty (60) hours or more shall earn sick leave, upon reinstatement or re-employment, at the rate established for newly-hired employees.

**9.3.4** An employee shall earn sick leave at the rate of five (5) hours per

**DRAFT – 12/08/05 – 12:36 p.m.**

pay-period, with the total number of hours earned not to exceed one hundred thirty (130) hours in a calendar year.

**9.3.5** An employee who has an accrued an unused sick leave balance of more than four hundred eighty (480) as of September 30<sup>th</sup> in any year shall have the option to either:

**9.3.5.1** Receive payment for hours accrued and unused in excess of four hundred eighty (480) hours, multiplied by the employee=s then current rate of pay as of September 30<sup>th</sup> of that year; provided, however, that the total number of hours for which payment is received shall not exceed fifty-two (52) in any year.

**9.3.5.2** Elect to have the excess hours remain as accrued and unused, provided the employee notifies the Personnel Office by September 1<sup>st</sup> that the employee is foregoing payment for the excess hours.

**9.3.6** An eligible employee may enroll in and receive the benefits of the Monroe County Sick Leave Pool. Enrollment procedures and rules for the operation of the Sick Leave Pool are found in Monroe County Administrative Instruction 4702, as amended from time to time, and these procedures and rules shall be used in the administration of the Sick Leave Pool program.

**9.3.7** The application, administration and interpretation of sick leave benefits shall be in accordance with the applicable provisions of Monroe County Administrative Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Administrative Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

#### **9.4. Holiday Leave.**

**9.4.1** The County has recognized certain days to be holidays, during which most County offices are normally closed. The County and Union agree that the County=s firefighting and emergency rescue services are, and shall be, available during holidays, and that some bargaining unit members will be required to work during designated holiday periods.

**9.4.2** The application, administration and interpretation of holiday leave

**DRAFT – 12/08/05 – 12:36 p.m.**

benefits shall be in accordance with the applicable provisions of Monroe County Personnel Policies and Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Personnel Policy and Procedures or any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

**9.5. Uniform And Personal Gear; Maintenance.** The County and Union agree that certain uniform and protective equipment shall be supplied and/or maintained by the County under the following terms and conditions:

**9.5.1 Uniforms, Initial Issuance.** The County agrees to issue to each Unit member the following uniform items:

<b>ITEM DESCRIPTION</b>	<b>NUMBER ISSUED</b>
Shirt, Long Sleeve, Blue, w/ Insignia	Two
Shirt, Short Sleeve, Blue, w/Insignia	Two
Shirt, AT®, w/Insignia	Five
Suit, Jump, w/Insignia	One
Coat, Rain	One
Jacket, w/Insignia	One
Pants	Two
Shirt, Polo, Grey, w/Insignia	Two
Badge	One
Name Tag	One
Station Shoes/Boots	One Pair

**9.5.2 Uniforms, Replacement.** Any uniform item which, as determined by the County, has been destroyed, damaged beyond economical repair, or which is otherwise unusable or unsightly due to wear and tear shall be replaced by the County at the County=s expense.

**9.5.3 Uniforms, Maintenance.** The County agrees to provide at each

**DRAFT – 12/08/05 – 12:36 p.m.**

work site a clothes washer and clothes dryer for use by Unit members to clean and dry issued items of uniform clothing.

**9.5.4 Uniforms, Class A.** At such time as the County adopts a Class A (Formal) uniform for fire/rescue personnel, the County shall issue one Class A uniform to each Unit member who has been a Unit member for three or more consecutive years of service.

**9.5.4.1** The uniform shall be owned by the County, and upon termination, other than retirement, from employment a Unit member shall return the issued Class A uniform to the County, or shall pay to the County the full cost of replacement of the uniform.

**9.5.4.2** Any Unit member to whom a Class A uniform has been issued, and who retires from service while still a Unit member, shall be entitled, upon his or her request, to retain the Class A uniform as his or her property.

**9.5.5 Footwear, Approved.** The County shall have the right to designate the type, model, and supplier of footwear (station shoes/boots) to be worn by Unit members while performing services for the County. Only the purchase of approved footwear shall entitle the Unit member to reimbursement as provided below.

**9.5.6 Footwear, Reimbursement.** A Unit member shall be entitled to reimbursement in an amount up to Three Hundred Dollars (\$300.00) each odd-numbered year for the purchase of approved footwear to be used by the Unit member while performing services for the County. The Unit member shall submit sales receipts in form suitable to the County showing the date, item purchased, and total amount to be reimbursed, and reimbursement shall be processed and payment made in accordance with the County's usual practices and procedures.

**9.5.7 Footwear, Supplier Contract.** In the event that the County enters into an agreement with any entity to be a footwear supplier to the County for purposes of providing footwear to Unit members, the procedures put into place by the County pursuant to the contract shall be the approved method for acquiring footwear by Unit members.

**9.5.8 Personal Protective Gear, Issuance.** The County agrees to issue to each Unit member the following personal protective gear:

ITEM DESCRIPTION	NUMBER ISSUED
Coat, Bunker	One
Pants, Bunker	One
Boots, Protective	One Pair
Gloves, Protective	One Pair
Hood, Fire Resistant	One
Helmet, Fire	One
Suspenders, Pants	One Pair
Bag, Mask	One
Mask, MSA, Complete	One
Pack, AFanny@	One
Sleeves, Protective	One Pair
Glasses, Safety	One Pair
Shears, Trauma	One Pair

**9.5.9 Personal Protective Gear, Replacement.** Any item of personal protective gear which, as determined by the County, has been destroyed, damaged beyond economical repair, or which is otherwise unusable or unsightly due to wear and tear shall be replaced by the County at the County=s expense.

**9.5.10 Personal Protective Gear, Maintenance.** The County agrees to clean and repair a Unit member=s items of personal protective gear at such times as may be deemed necessary from time to time by appropriate supervisory personnel.

**9.6. Health And Medical Coverage.** The County agrees to provide to Unit members coverage under a Medical Insurance Plan, a Pharmaceutical Co-Pay Plan, an Employee Assistance Plan, and make available to Unit members a

**DRAFT – 12/08/05 – 12:36 p.m.**

Payroll Deduction Plan for Vision and Dental Services. These plans shall be offered under the same terms, conditions, and limitations as offered to other County employees, as amended or changed from time to time.

**9.7. Life Insurance.** The County agrees to provide life insurance coverage for each Unit member in the amount of Twenty Thousand Dollars (\$20,000.00) at no premium cost to the Unit member. Such coverage shall be of the type provided to other County employees and shall be with such underwriter or underwriters as the County may select from time to time.

**9.8. Physical/Medical Examinations**

**9.8.1** The County and Union agree that, among other considerations, eligibility of bargaining unit employees to receive certain presumptions and entitlements relative to communicable diseases, disability, and other benefits requires a physical/medical examination of the employee had been conducted prior to the occurrence of the event or condition upon which the presumption or entitlement is based. Additionally, a physical/medical examination evincing good physical condition is required by Section 633.34, Florida Statutes, as a pre-condition of employment as a firefighter. The County and Union further agree that physical/medical examinations for bargaining unit employees in addition to a post-offer, pre-employment physical/medical examinations is warranted by the nature of the bargaining unit members' duties.

**9.8.2 Initial Physical/Medical Examination.** The County agrees to provide a post-offer of employment physical examination to an applicant to be hired for a position included in the bargaining unit. The physical examination shall be administered in accordance with applicable provisions of the Americans with Disabilities Act (ADA) and appropriate Monroe County Personnel Policies and Procedures and addenda thereto. The cost of the physical examination shall be paid for by the County, and the minimal scope, content and documentation of the physical examination shall be in accordance with the requirements of the Division of State Fire Marshal, Bureau of Fire Standards and Training.

**9.8.3 Periodic In-Service Physical/Medical Examination.** The

**DRAFT – 12/08/05 – 12:36 p.m.**

County agrees to provide a physical/medical examination to each full-time employee covered by this Agreement at such times and in such extent as provided for in Section 2-4, Chapter 2, of Standard 1582 Edition 2000 of the National Fire Protection Association, entitled Medical Requirements for Firefighters and Information for Fire Department Physicians. The County will use its good faith efforts to schedule the physical/medical examination for an employee during the 30 days immediately prior to, or the 30 days immediately after, the employee=s hire anniversary date; however, it shall also be the responsibility of the employee to make appropriate notification to the County of the need for the scheduling of the physical\medical examination. The failure of the County to meet this general scheduling requirement for physical\medical examinations shall not be subject to the grievance procedures provided for elsewhere in this Agreement. The cost of the physical\medical examination shall be paid for by the County. Failure of current (as of October 1, 2005) employees to comply with Category A criteria will not automatically disqualify them from their position but a decision will be made based on safety issues and performance of the employee.

**9.8.4 Special Incident Physical Examination.** The County agrees to provide a physical\medical examination to any full-time employee who has been exposed to an infectious or contagious disease while in the performance of the employee=s duties for the County. Additionally, the County agrees to provide a physical\medical examination to a full-time employee who has been involved in any incident while in the performance of the employee=s duties for the County which, as generally and commonly recognized in the medical community, would require a physical\medical examination. The performance of such physical\medical examination shall be within a medically reasonable period of time after the exposure or incident, and the cost of the physical\medical examination shall be paid for by the County.

**9.8.5 Fitness For Duty Examinations.** The County shall have the right to require an employee to undergo a physical examination or mental examination, or both, when it appears that the employee has exhibited an

**DRAFT – 12/08/05 – 12:36 p.m.**

action or conditions that are readily observable to a reasonable and prudent person and which would lead such a person to reasonably believe that the employee may not be able to fully perform his or her duties. The cost for the examination or examinations shall be paid for by the County, the examination or examinations shall be performed by the professional designated by the County, and the results of the examination shall be reported in the manner required by the County. If any applicable federal or state law shall require that the employee who has been examined in accordance with this section provide written consent for the release of the examination information to the County, the employee shall provide such written consent conditioned upon the County maintaining the confidentiality of the information received and the County shall only release the information as required by federal or Florida law or by lawful order issued by a court or administrative tribunal having competent authority to issue such an order.

**9.8.6 Documentation of Physical/Medical Examinations.** For physical/medical examinations administered in accordance with Sections .7.2 and .7.3 above, the documentation of the physical/medical examination shall be provided to the County on Forms identified as Figure E-1, NFPA Physical Exam Summary (2000 Edition) and Figure E-2, NFPA Medical Examination Form (2000 Edition). The minimal requirements for reporting shall include a complete medical history and general physical examination; urine drug screen for all drugs identified by the County from time to time in accordance with state statute; complete blood screen as identified by the County from time to time in accordance with state statute; chemistry and lipid profile; audiogram, 12-lead electrocardiogram with interpretation and report; chest x-ray, and treadmill stress testing.

## **9.9. Firefighter Death Benefits**

**9.9.1 Florida Law.** Section 112.191, Florida Statutes, requires the County to provide certain benefits to a firefighter, the firefighter=s surviving spouse, and any surviving children of a firefighter who dies, is killed, or suffers a catastrophic injury under conditions specified in Section 112.191.



**9.9.2 Amounts.** The amounts to be paid by the County under this law range from \$50,000 to \$150,000 per firefighter, with such amounts subject to adjustment as determined by the State Fire Marshal, and such payments shall be in addition to any worker=s compensation and pension benefits. Additionally, the County will pay the entire health insurance plan premium for the firefighter and his or her spouse and children under the conditions specified in Section 112.191.

**9.9.3 Budgeting.** The County agrees to budget each year for the anticipated costs of providing the benefits under Section 112.191. The amount of reserves, insurance expenses and other costs related to the benefits to be provided shall be in such amounts to be solely determined in good faith by the County. Additionally, the County shall have the right to provide for the payment of these benefits through self-insurance, appropriate insuring policies, or a combination thereof. The cost of any insurance premiums shall be paid by the County.

**9.9.4 Applicable Rules.** The provisions of Section 9.8 shall be administered consistent with the provisions contained in Rules 69A-64.001 through 69A-64.005, Florida Administrative Code.

**9.10. Florida Retirement System Contributions.**

**9.10.1 Florida Law.** All full-time employees of the County are required to participate in the Florida Retirement System (FRS). Bargaining unit members are classified as aspecial risk@ employees under the FRS, which requires the County to make contributions to the FRS on a higher percentage basis than for regular members of the FRS.

**9.10.2 Budgeting.** The County agrees to budget each year for the anticipated total amount of contributions to be made to the FRS on account of the bargaining unit members.

**9.10.3 No Member Contribution.** Bargaining unit members shall not be required or obligated to contribute any sums to the FRS; provided, however, that if in the future the state law changes in this regard, this provision of the Agreement shall be automatically amended to conform with the statutory

### **9.11. Educational Expense Reimbursement.**

**9.11.1 General.** The County agrees to reimburse employees for educational expenses incurred by the employee under the following terms and conditions:

**9.11.1.1 Eligibility.** The employee must have been employed full-time by the County for at least one year immediately prior to applying for reimbursement, and the employee must not be in an initial or extended probationary status.

**9.11.1.2 Prohibitions.** The employee shall not utilize any space, personnel, equipment or supplies provided by the County in the process of fulfilling any of the requirements of the coursework for which the employee is being reimbursed.

**9.11.1.3 New Coursework.** The coursework must not be duplicative of any coursework for which the employee has been previously reimbursed by the County, unless required by Section 7.1.5.

**9.11.2 Administration.** The application, administration and interpretation of educational reimbursement benefits, and the amounts to be paid, shall be in accordance with the applicable provisions of Monroe County Personnel Policies and Procedures and any addenda thereto, as may be amended from time to time. Any provision of the Policies and Procedures or of any addenda which is in direct conflict with any provision in this Agreement is superseded by this Agreement to the extent of such conflict.

### **9.12 Communicable Disease Immunization.**

**9.12.1 Acknowledgment of Risk.** The County and Union agree that the bargaining unit members run a high risk of occupational exposure to hepatitis, meningococcal meningitis, and tuberculosis, and the County should provide such immunizations and keep records thereof.

**9.12.2 Records and Notification.** The County shall maintain a record of any known or reasonably suspected exposure of a bargaining unit member to the diseases described in Section 9.12.6, and the County shall immediately

notify the employee of such exposure.

**9.12.3 Member to Report.** Each bargaining unit member who has knowledge of known or suspected occupational exposure to the diseases described in Section 9.12.6 shall immediately file a report of the incident to the appropriate supervisory personnel.

**9.12.4 Immunization.** Each bargaining unit member shall be inoculated against hepatitis upon employment or as may be medically required in order to have current immunization against hepatitis. The County shall pay for the costs of such immunization. An employee may refuse immunization but he/she must sign a release if they he/she does not have avail him/herself of the immunization opportunity.

**9.12.5 Future Circumstances; Requirements.** Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease recognized in Section 112.181, Florida Statutes, the County may require bargaining unit members to undergo the immunization or prophylaxis; provided, such immunization or prophylaxis is medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the United States Public Health Service and the employee=s physician has not determined in writing that the immunization or prophylaxis would pose a significant risk to the employee=s health.

**9.12.6 Required Screening For Statutory Presumptions.**

**9.12.6.1 Florida Law.** Section 112.18 and Section 112.181, Florida Statutes, provides that, under certain conditions, specified illnesses and injuries shall be presumed by law to have been accidental and to have been suffered in the line of duty, provided a medical examination had been previously conducted upon the employee or the employee has executed a written affidavit as provided in Section 92.50, Florida Statutes.

**9.12.6.2 Screenings And Affidavits.** The County agrees to provide the medical screenings, as part of the physical and medical examinations provided for in Section 9.8 of this Agreement.

### **9.13 Public Records Exemptions.**

**9.13.1 Florida Law.** Chapter 119, Florida Statutes, provides protections against certain information being available to the public under the Florida Public Records law.

**9.13.2 Exempt Information.** The County and Union agree that the home addresses, telephone numbers, and photographs of firefighters certified in compliance with Section 633.35, Florida Statutes; the home addresses, telephone numbers, photographs, and places of employment of the spouses and children of such firefighters; and the names and locations of schools and day care facilities attended by the children of such firefighters are exempt from inspection under Section 119.01, Florida Statutes.

**9.13.3 Protection of Exemption.** The County agrees that, when any request is received under the Florida Public Records law to inspect any record maintained by the County relating to a member of the bargaining unit, the County will take such steps as are reasonably required to redact, omit, cover up, or otherwise eliminate from the records to be inspected such information as is listed in Section 9.12.2.

### **9.14 Workers' Compensation Premiums.**

**9.14.1 Coverage and Benefits.** All full-time Unit member employees of the County are participants in the Florida Workers' Compensation program and are entitled to receive such coverages and benefits as provided by the Florida Workers' Compensation law.

**9.14.2 Budgeting.** The County agrees to budget each year for the anticipated total amount of claims and excess insurance premiums to be paid for workers' compensation coverage of, and payments on behalf of, the bargaining unit members.

**9.14.3 No Member Contribution.** Bargaining unit members shall not be required or obligated to contribute any sums towards workers' compensation insurance premiums; provided, however, that if in the future the state law changes in this regard, this provision of the Agreement shall be automatically

amended to conform with the statutory provisions.

### **9.15 Unemployment Compensation Benefits.**

**9.15.1 Florida Law.** In general, employees of the County are entitled to the rights and benefits provided by the Florida Unemployment Compensation law.

**9.15.2 Budgeting.** The County is a reimbursable employer under the law, and agrees to pay each year the total amount of unemployment benefits to be repaid to the State of Florida for unemployment compensation benefits payable to or on account of bargaining unit members.

**9.15.3 No Member Contribution.** Bargaining unit members shall not be required or obligated to contribute any sums as contributions towards unemployment compensation benefits; provided, however, that if in the future the state law changes in this regard, this provision of the Agreement shall be automatically amended to conform with the statutory provisions.

### **9.16 Federal Government Contributions.**

**9.16.1 FICA and Medicare.** The County agrees to remit to the federal government on a timely basis all amounts owed as the employer's portion of FICA and Medicare contributions attributable to the employment by the County of each Unit member.

**9.16.2 Employee Withholding.** The County agrees to deduct from each Unit member's salary and wages all amounts owed by the employee to the federal government for the employee's share of FICA and Medicare contributions, and withholding and forwarding of federal income tax obligations.

**9.17 Savings Bond Deductions.** The County agrees to provide the opportunity to Unit members and employees to participate in a Savings Bond program through a payroll deduction plan. The program shall be administered by the County in accordance with its standard practices, as may be amended from time to time.

**9.18 Direct Deposit Payroll Option.** The County agrees to provide a program for direct deposit of a Union member's and employee's pay into a financial institution of the Unit member's or employee's choice, consistent with

the policies and practices of the County, as may be amended from time to time.

**9.19 Years-of-Service Award Program.** The County agrees to provide an award program to recognize employees who have been employed by the County for five years or more, and this program shall be administered as provided in Section 2-15.6, Monroe County Code, as amended from time to time.

## **ARTICLE X: MISCELLANEOUS PROVISIONS.**

### **10. Term of Agreement; Effective Date.**

**10.1 Term.** The term of this Agreement shall be for a period of three (3) years, commencing at 12:01 A.M. on October 1, 2005, and ending on September 30, 2008, at 11:59 P.M.

10.2 This Agreement shall remain in full force and effect during any negotiations and shall continue in full force and effect until such time as a new agreement is reached or imposed.

10.3 **Reopener.** By mutual consent this contract can be reopened with thirty (30) days notice to discuss specific issues which shall be agreed upon mutually by both parties prior to commencement of negotiation. In year 2 this contract can be reopened for year 3 of the contract for the purpose of discussing an additional Kelly Day.

11. **Bargaining Unit Work Security.** During the term of this Agreement, the Employer shall not assign or delegate out bargaining unit work in any manner whatsoever. In particular, the County agrees that fire suppression (combat), rescue, fire prevention emergency medical services, administrative services and other Fire/EMS or Airport Fire/Rescue Department related services and functions shall not be assigned or delegated out in any manner, to private or public entities. This article does not apply to fire suppression, rescue or emergency medical services that are currently provided by volunteer fire companies registered as nonprofit corporations within the State of Florida; however, no expansion or any type or kind beyond the current fire

**DRAFT – 12/08/05 – 12:36 p.m.**

district/zone/area of each volunteer fire company that is currently under contract to Monroe County is permissible under this article. This does not preclude services covered under mutual aid agreements or services needed in the event of catastrophic events that impacts bargaining units ability to provide staffing for services. -

**12. Construction.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Monroe County, Florida.

**13. Severability.** Should any word, phrase or provision of this Agreement be declared illegal or invalid by a court of competent jurisdiction, such declaration of illegality and/or invalidity shall not affect the remainder hereof.

**14. Entire Agreement.** No statements, representations, or warranties, whether written or oral or from whatever source arising, that were made or alleged to have been made in the negotiation of this Agreement, or alleged as being an inducement by or to either the County or the Union to enter into this Agreement, shall have any validity between the County and the Union or be binding on either the County or the Union, unless such statement, representation, or warranty is expressly written into this Agreement.

**15. Captions And Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provision of this Agreement.

**16. Exhibits.**

**16.1 Inclusion in Agreement.** The Exhibits referred to in, and attached to, this Agreement shall be incorporated into this Agreement and be a part of this Agreement.

**16.2 Additional Exhibits; Amendment of Exhibits.** The County and Union agree that one or more additional Exhibits may be added to this Agreement, and that any Exhibit to this Agreement may be amended, changed, or supplemented from time to time, provided that such addition, change,

**DRAFT – 12/08/05 – 12:36 p.m.**

amendment, or supplement shall be accepted and approved by both the Union members and the County consistent with the procedures for ratification and approval of agreements provided for in Chapter 447, Florida Statutes, and further provided that only the added, changed, amended, or supplemented Exhibit need be submitted for ratification and approval.

**16.3 Changes to Section 16.4.** The list of Exhibits provided in Section 16.4 of this Agreement shall be amended from time to time by the County to reflect any additions, supplements, changes, or amendments ratified and adopted from time to time as provided for in Section 16.2 of this Agreement.

**16.4 List of Exhibits.** The Exhibits to this Agreement are as follows:

**16.4.1 Exhibit A: Union Certification Documentation.**

**16.4.2 Exhibit B: Repayment Agreement. To be added at later date by mutual agreement.**

**16.4.3 Exhibit C: Base Salary And Step Increase Chart.**

Pursuant to Section 447.309(1), Florida Statutes, the Above agreement is agreed to by and between the bargaining agent and the chief executive officer of Monroe County.

**Bargaining Agent.**

**Professional Firefighters of Monroe County,  
International Association of Firefighters,  
Local 3909**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

Chief Executive Officer:

By: \_\_\_\_\_  
Tom Willi, County Administrator

Date: \_\_\_\_\_

This Collectively Bargained Agreement was bargained for and agreed to in accordance with the provisions of Chapter 447, Florida Statutes, and Chapter 286, Florida Statutes; was submitted to the bargaining unit members and ratified by a vote of \_\_\_\_\_ votes for the Agreement and \_\_\_\_\_ votes against the Agreement; and after ratification was submitted to the Board of County



DRAFT – 12/08/05 – 12:36 p.m.  
Commissioners for action.

**Bargaining Agent.**

**Professional Firefighters of Monroe County,  
International Association of Firefighters,  
Local 3909**

By: \_\_\_\_\_

President

Date: \_\_\_\_\_

The Board of County Commissioners, at a duly noticed and publicly held meeting at \_\_\_\_\_, Monroe County, Florida, on \_\_\_\_\_, 200\_\_\_\_, approved the above Agreement by (unanimous) (majority) vote of the Board Of County Commissioners, as follows:

VOTING FOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VOTING AGAINST:

**BOARD OF COUNTY COMMISSIONERS OF  
MONROE COUNTY, FLORIDA**

By: \_\_\_\_\_

Dixie M. Spehar, Mayor

Date: \_\_\_\_\_

ATTEST:

DANNY L. KOLHAGE,  
Clerk of Court

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_